

**LETTER OF AGREEMENT
AUGUST 6, 2003**

Dana Corporation, (hereinafter referred to as the Company) and the International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW), (hereinafter referred to as the Union) promise and agree:

Purpose

The Company and the Union recognize that dramatic changes in the domestic automotive market has created new quality, productivity, and competitiveness challenges for the automotive component supplier. Both parties believe these challenges will be more effectively met through a partnership that is more positive, non-adversarial and with constructive attitudes towards each other. The Company and the Union also recognize the significant contribution of the skills and loyalty of the workforce to the success of the Company and the importance of the investment in the skills of the workers. The parties believe that job flexibility is a positive learning experience not a negative assignment. Each recognizes the significant role that the other must play in the success of the Company. To these ends, the Company and the Union hereby pledge renewed energies and commitment to increase productivity, efficiency, and quality of operations and to maximize the competitive capability of the Company achieving a desirable balance of a fair day's work for a fair day's pay.

The Union, the Company and its employees will work together in a spirit of teamwork, cooperation and mutual understanding to improve product quality, productivity, improve working conditions, enhance the opportunities of the workforce; and grow the business to increase job security and shareholder value. Both the Company and the Union are committed to increase investment opportunities, increase return on investment and grow the facilities that are competitive and profitable. The Company and the Union believe in the interdependent relationship of quality, operating efficiency and empowerment of people to job security. The Dana Style of management has for many years adhered to these axioms. They are essential to the future of Dana and our workforce.

The Company's recognition of the changing automotive component industry prompted a change in our approach to UAW representation. The Company is optimistic that a partnership with the UAW may assist Dana in achieving new business with our Big 3 customers, which would benefit Dana and its employees.

Employee's freedom to choose is a paramount concern of Dana as well as the UAW. We both believe that membership in a union is a matter of personal choice and acknowledge that if a majority of employees wish to be represented by a union, Dana will recognize that choice. The Union and the Company will not allow anyone to be intimidated or coerced into a decision on this important matter. The parties are also committed to an expeditious procedure for determining majority status.

If a Dana employee chooses to be or not to be represented by the UAW, there will be no reprisals by the UAW or the Company due to their choice.

These mutually beneficial commitments are the basis for a renewed partnership between the Company and the Union. The Company and the Union are individually and collectively committed to the implementation of these fundamentally sound principals and if achieved, the Company, the Union and the employees will benefit.

Article 1. Definitions


- 1.1 "Employer", "Company", or "Dana" means the Dana Corporation, successors, supervisors, managers, department heads, consultants, contractors, line supervisors, or any other person or entity with actual or apparent authority to speak on behalf of the Employer.
- 1.2 "Union" means the International Union, United Automobile, Aerospace, & Agricultural Implement Workers of America (UAW) and its subdivisions and affiliates, including its Regions and Local Unions, officials, representatives, organizers, committee persons, stewards, consultants, contractors, or any other person or entity with actual or apparent authority to speak on behalf of the Union.
- 1.3 "Bargaining Unit" means the bargaining unit of the Company's employees to be represented as designated by the Union in consultation with the Company in accordance with Article 3.
- 1.4 "Dispute" has the meaning given in Article 5.
- 1.5 "Facility" or "Facilities" means any operation, which now, or in the future, is owned or operated by the Company in the United States.
- 1.6 "Neutral" means a neutral third-party, selected as described in Article 5, to conduct the Union recognition as described in Article 3, to resolve Disputes as described in Articles 3 and 5, and to conduct Interest Arbitration as described in Article 4. The "Neutral" shall include the First Alternate and/or the Second Alternate if they are serving in the capacity of the "Neutral" as described in Article 5.
- 1.7 "Neutrality" has the meaning set out in Article 2.
- 1.8 "Non-Work Areas" has the meaning set out in Article 2.

Article 2. Neutrality, Fairness and Good Faith

- 2.1 The Company and the Union agree to the following:

- 2.1.1 The Company will adopt a position of Neutrality in the event the Union undertakes activities seeking to represent employees working in the Company's facilities covered by this Agreement.
- 2.1.2 "Neutrality" means the following at the Company's facilities covered by this Agreement.
- 2.1.2.1 The Company and/or Union will not engage in any communication or other conduct that evidences, either directly or indirectly, a negative, derogatory, or demeaning attitude toward the Company or the Union (including the Company's or Union's motives, integrity, character, or performance) or about labor organizations or management generally.
- 2.1.2.2 The Company will not engage in any communications or conduct that directly or indirectly, demonstrates or implies opposition to unionization of its employees.
- 2.1.2.3 Dana will not employ, retain, or consult with any firm, association, entity, or individual for the purpose of resisting or opposing unionization by the UAW or attempt to influence employees regarding unionization by the UAW.
- 2.1.2.4 The Company will advise its employees that it is totally neutral regarding the issue of representation by the Union and whether or not the employees select the Union as their collective bargaining representative. The Company will advise its employees that it has a constructive and positive relationship with the UAW and that a National Partnership Agreement with the UAW exists in which both parties are committed to the success and growth of the Corporation. In addition, the Company and the Union will communicate to the employees the sentiments expressed in the section designated in this Agreement as "Purpose".
- 2.1.2.5 The Company will not provide any support or assistance of any kind to any person or group that is supporting or opposing the selection of the Union as the bargaining representative of the employees.
- 2.1.2.6 The Company and the Union recognize that the employees have a legal right to express their opinion provided such expression is within the law, reasonable Company rules and regulations and this Agreement.

- 2.1.2.7 The Company will not make any statements or representations as to the potential negative effects or results of representation by the Union on the Company, the employees, or any group of employees.
- 2.1.2.8 The Union will not verbally or in any written communication publicly or privately disparage the Company as a whole nor any individual management person.
- 2.1.3 "Fairness and Good Faith" means the following at the facilities covered by this Agreement:
- 2.1.3.1 Upon request of the Union, the Company will provide the Union with a list of all employees (both full-time and part-time) in the Bargaining Unit at a particular facility within one (1) week of the Union's request for such list. The list will be in alphabetical order (last name first) and will show each employee's full name, date of hire, classification, shift, department, and home address including zip code. The list will be updated if requested by the Union, but no more than once per month.
- 2.1.3.2 The Company and/or the Union will not engage in threats, misrepresentations, or delaying tactics in connection with any effort by the Union to organize the employees.
- 2.1.3.3 The Company and/or the Union will not threaten, intimidate, discriminate against, retaliate against or otherwise take adverse action against any employee, based on his or her decision to support or not support representation by the Union. Nor will the Company or the Union take any adverse actions against each other because a facility's employees decide to be or not to be represented by the Union.
- 2.1.3.4 The Company nor Union will not commit any unfair labor practice involving interference with the employee's rights to select or not select the Union as their bargaining representative.
- 2.1.3.5 The Company will provide the union with access to employees during the workday in non-work areas including, but not limited to, parking lots, building entrances and exits, break areas, smoking areas, and cafeterias during the workday. The Company shall provide



the Union access for a meeting with its employees on the Company's premises during work time as mutually agreed upon at the time of the Union's request. The Company will introduce the Union at the meeting. The Company will advise its employees that it has a constructive and positive relationship with the UAW and that a National Partnership Agreement with the UAW exists in which both parties are committed to the success and growth of the facility. In addition, the Company and Union will communicate to the employees the sentiments expressed in the section designated in this Agreement as "Purpose".

2.1.3.6 While on the Company's premises, the Union will adhere to the Company's safety rules and will not delay or otherwise disrupt the facility's operations. The Union will register under the facility guidelines at the Company's facility when entering and upon leaving the facility.

2.1.3.7 The Company will permit the distribution of Union literature in Non-Work Areas of its facilities.

2.1.3.8 The Company will permit its employees to display the UAW insignia and to communicate with fellow employees concerning the Union and workplace issues, including wage rates, disciplinary systems, Company policies, and working conditions. The Company shall permit the Union to post notices on bulletin boards or other locations normally utilized by employees for posting of personal notices provided such notices are not in conflict with the definition of "Neutrality" as defined under section 2.1.2 (subsections 1 through 8).

2.1.3.9 The Company and the Union will instruct their respective agents on the obligations and duties of this Agreement and will direct such agents to avoid any conduct which is inconsistent with this Agreement.

Article 3. Establishment of Majority Status

3.1 The parties understand that the Company may not recognize the Union as the exclusive representative of employees in the absence of a showing that a majority of the employees in an appropriate bargaining unit have expressed their desire to be represented by the Union. In determining whether this standard has been met, the parties agree to the following:

- 3.1.1 The Union, with the consent of the Company, will designate the bargaining unit to be represented. The Company will respond to the Union's designation within three (3) business days after receipt. The Company agrees to consent to any unit designated by the Union that is similar to any bargaining unit at any other location of the Company or elsewhere in the industry. The Company will not unreasonably withhold its consent to the Union's designation. The Bargaining Unit will normally include employees engaged in production, quality inspection, material handling, labor and maintenance involved in the process of producing, assembling, or manufacturing products. All office and clerical, professional, guards, quality engineers, engineers and supervisors as defined in the National Labor Relations Act will normally be excluded from the Bargaining Unit.
- 3.1.2 In the event that the Company reasonably withholds its consent to the Bargaining Unit designated by the Union, the Company will provide to the Union a list of the employees over whom such dispute exists, including their job title, department, and all other information, which may be reasonably necessary to evaluate the dispute. In the event that the Union and the Company cannot resolve the scope of the Bargaining Unit issue, the parties will present the issues to the Neutral described in Article 5 within seven (7) business days after the Company first indicates that it has withheld its consent to the Bargaining Unit proposed by the Union. The hearing before the Neutral will be held immediately, and the provisions of Sections 5.1.2.2, 5.1.2.3, 5.1.2.4, 5.1.3 and 5.1.4 shall apply.
- 3.1.3 For purposes of determining the number of employees that constitute a majority of the Bargaining Unit, the employee population will be composed of only those employees in the Bargaining Unit on the date of notice from the Union that the facility is then in the process of being organized. At the Union's option, a later date may be used as long as such date is after the date of notice and before the date of the Union recognition.

- 3.1.4 The demonstration of majority support within the appropriate Bargaining unit shall be made by determining support with Employee Authorization Forms. The following procedure shall apply to union recognition.
- 3.1.5 The Company agrees that the UAW will notify the Neutral to be available within three (3) business days following the UAW's request to the Company to conduct the union recognition.
- 3.1.6 In the event the Neutral is not available during the time described in the prior section, the UAW, at its option, may schedule the union recognition at another time mutually agreeable to the Company, the Union and the Neutral, or may elect to use either the First Alternate or Second Alternate. In no event shall the union recognition be more than seven (7) calendar days after the Union's request.
- 3.1.7 The UAW shall request the Neutral to review the Employee Authorization Forms submitted by the UAW against the list of eligible employees in the Bargaining Unit to verify the signatures of such employees, and to certify the results on the form attached hereto.
- 3.1.8 The Company shall provide the W-4 forms necessary for the Neutral to verify signatures and a list of eligible employees in the Bargaining Unit.

Article 4. Following Proof of Majority Status

- 4.1 In the event that the Union is found to have achieved majority status by the procedures described in Article 3, the Company agrees to recognize the Union as the exclusive bargaining representative of employees in the Bargaining Unit.
- 4.2 The Company agrees to bargain with the Union promptly after the finding of majority status described in Section 4.1. The Union and the Company agree that the UAW's IPS Competitive Shops Department will actively participate in the negotiations of UAW Dana contracts. The Company and the Union will bargain on an expedited basis for the first contract, and shall make every effort to

arrive at a first contract within six (6) months following proof of majority status.

4.2.1 The Union and the Company recognize that the cost of quality healthcare for employees has become a national crisis that jeopardizes the Company's ability to compete in the global markets that Dana serves. Until a national solution to this problem is achieved, the Union and the Company agree that the current situation demands affirmative action to mitigate the dire affects that the cost of healthcare for the Company's employees and the Union's members has on the Company's ability to compete and make a reasonable return on its investment. Therefore the Union commits that in no event will bargaining between the parties erode current solutions and concepts already in place or scheduled to be implemented January 1, 2004 at Dana's operations which include premium sharing, deductibles, and out of pocket maximums. The parties are further committed to finding workable solutions to reduce these ever-increasing healthcare costs and mutually agree to further explore other avenues, including legislative initiatives, in the healthcare arena that could lead to a reduction of these costs for the Company and the employees.

4.2.2 The Union and the Company agree that the minimum duration of any agreement will be four (4) years and will discuss durations up to five (5) years.

4.2.3 In the event the Company and the Union are not able to reach an agreement within five (5) months following certification, the parties agree to submit the unresolved issues to a joint UAW Dana Contract Competitiveness Committee comprised of three (3) Company and three (3) Union members. Union representatives shall include the Vice President of the IPS Competitive Shop Department, The Regional Director involved and another member appointed by the Vice President. The Company representatives shall include the SBU President, General or Plant Manager and Company labor representative. This committee will review the issues and seek a satisfactory resolution that does not materially harm the financial performance of the

facility and/or inhibit the facility's opportunities for growth, giving due consideration to the needs of the employees. This committee's ultimate purpose is to achieve a competitive labor agreement and resolve open issues rather than utilize the Neutral under the procedures of Article 4.3.

4.2.4 The parties agree that while labor costs and productivity are core measurements of a competitive labor agreement in today's competitive business environment; this is often insufficient to maintain a competitive advantage. The parties agree that in labor agreements bargained pursuant to this Letter, the following conditions must be included for the facility to have a reasonable opportunity to succeed and grow.

- Healthcare costs that reflect the competitive reality of the supplier industry and product(s) involved.
- Minimum classifications
- Team-based approaches
- The importance of attendance to productivity and quality
- Dana's idea program (two ideas per person per month and 80% implementation)
- Continuous improvement
- Flexible Compensation
- Mandatory overtime when necessary (after qualified volunteers) to support the customer

4.2.5 In the event that the Company and the Union are not able to reach an agreement on the terms of the first contract within six (6) months following certification, the Company and the Union agree that they will submit the unresolved issues to the Neutral for interest arbitration in accordance with the following procedure.

4.2.6 The interest arbitration shall be conducted within sixty (60) days following the request. The parties shall present a list of unresolved issues as reflected in the final offers made at the bargaining table. The Neutral shall select between the final offer made by the Company and the final offer made by the Union. The Neutral shall have no authority to add to,

~~subtract from, or modify the final offers submitted by the parties or to engage in mediation of the dispute.~~ The Neutral's decision shall select one or the other of the final offer packages submitted by the parties on the unresolved issues. The Neutral shall select the final offer package found to be more reasonable in view of the information presented at the hearing. With respect to economic items (wages, benefits, vacations, etc.), the Neutral shall approach the issue based on a competitive analysis of total wages and total benefits provided by those competitors who compete with the facility in question for the customer's contracts and the total wages and total benefits at the Company's facilities making similar products. OEM's are not to be considered competitors nor shall this process include comparisons to suppliers who are operating under collective bargaining agreements that had previously been OEM collective bargaining agreements. The Neutral shall also consider that all parties understand that an increase in wages and benefits is the customary result of collective bargaining provided the economic climate of the automotive industry and/or the financial performance of the facility in question supports such increase.

- 4.2.7 The Neutral's decision shall be in writing and shall be rendered within thirty (30) days after the close of the hearing. The decision of the Neutral shall be final and binding on the parties. Neither the Union nor Company can appeal the Neutral's decision to any forum including federal court.

Article 5. Dispute Resolution

- 5.1 Any alleged violation(s) of this Agreement, including, but not limited to, any dispute involving conduct during an organizing drive or employee eligibility (a "Dispute"), shall be resolved in accordance with the procedures set forth in this Article 5. Disputes regarding the scope of a proposed Bargaining Unit are to be resolved in accordance with the procedures described in Article 3.

- 5.1.1 Following notice that a Dispute exists, the parties shall designate high-level representatives, who shall

attempt to resolve the Dispute by mutual agreement. Such efforts will continue for ten (10) calendar days.

5.1.2 If the parties are unable to resolve the Dispute as described in section 5.1.1, the Dispute will be submitted to the Neutral on an expedited basis in accordance with the following:

5.1.2.1 The hearing will be held within five (5) business days following expiration of the period described in section 5.1.1.

5.1.2.2 The parties will request the Neutral to render a bench decision.

5.1.2.3 If the Neutral is unavailable or is unable to comply with the time limits described above, the moving party shall have the option of agreeing to a different schedule or to permit the First Alternate or Second Alternate to conduct the hearing and render the decision in accordance with those time limits.

5.1.2.4 The Neutral shall have complete authority to remedy any violation of this Agreement and the decision of the Neutral shall be final and binding. All parties waive their right to challenge the decision of the Neutral in any forum. ←

5.1.3 The Neutral and the Alternates shall be designated by the parties. In the event that either the First or Second Alternate is designated to serve in any capacity under this Agreement, such person shall have rights and duties identical to those described with respect to the Neutral.

5.1.4 In the event any of the individuals identified in Section 5.1.3 above resigns, dies, or is otherwise unable to continue to serve the parties will, by mutual agreement, identify a replacement for such person.

Article 6. No Strike/No Lockout

- 6.1 The Union agrees that it will not engage in any strike or work stoppage, and the Company agrees that it will not engage in any lockout, during the period beginning on the date the Union requests the list of employees as described in section 2.1.3.1, through the resolution of the first contract at each facility, either by mutual agreement to such contract or in accordance with the procedures described in Article 4.

Article 7. Term and Timing

- 7.1 This Agreement shall expire on June 8, 2007.

Article 8. Expenses of the Neutral

- 8.1 When the Neutral or an Alternate serves the parties for the purposes outlined under the provisions of Articles 3, 4, 5, or 9 of this Agreement, the total expense of the Neutral or Alternate will be equally shared by the Company and the Union. Expenses to be shared will include, but not be limited to, the following --- the cost of retaining the services of the Neutral and Alternates; Per diem charges and expenses of the Neutral and Alternate for services rendered; The cost of suitable facilities to conduct a Dispute or unit clarification hearing. The Company and Union will bear their individual expenses respectively due to preparing or presenting any issue or evidence to the Neutral or Alternate.

Article 9. National Partnership Steering Committee

- 9.1 Each party shall appoint three (3) members of a National Partnership Steering Committee that shall agree on the frequency, location and duration of Committee meetings during the term of the Agreement.
- 9.1.1 The National Partnership Committee will meet on an as needed basis to review and discuss the labor agreements being bargained by the parties with the goal of ensuring that the labor costs of these labor agreements are not materially harming the financial performance of the facilities that they cover.
- 9.1.2 When all the Phase #1, Level #1 facilities have been organized, the National Partnership Committee will meet within thirty (30) days of the completion of the Phase #1 facilities organizing to review and

discuss the overall impact of the labor agreements on these facilities. A decision must be made within seven (7) calendar days of this meeting on the impact of these labor agreements on the facilities covered. In order for the Union to commence the organizing of Phase #2 Level #1 facilities under this Partnership Agreement, a majority of the Partnership Committee must concur that the overall impact on these labor agreements must not have materially harmed the financial performance of the facilities covered by these labor agreements.

- 9.1.3 If a majority of the Partnership Committee concur that the overall impact of these labor agreements has not materially harmed the financial performance of the facilities covered by these labor agreements, then the UAW will commence the organizing of Phase #2 Level #1 facilities under the terms of this Partnership Agreement.
- 9.1.4 For the purposes of this review and discussion, any new business the UAW has assisted in winning for the Company will be considered as a major positive in determining that these labor agreements have not materially harmed the facilities covered.
- 9.1.5 If a majority of the Committee concur that the labor agreements for the Phase #1 Level #1 facilities have materially harmed the financial performance of the facilities covered, the Union cannot commence the organizing of Phase #2 Level #1 facilities under the terms of this Partnership Agreement unless and until the Committee agrees upon a way to remedy the material harm and this remedy is accomplished.
- 9.1.6 In the event that there is no majority concurrence and the Committee is deadlocked with no majority or no decision is reached within the seven (7) calendar days required above, then the issue will be submitted to the Neutral for a final and binding resolution. The Neutral will hold a hearing within seven (7) calendar days of submission and both the Union and the Company may submit evidence in support of their respective positions. The Union and/or the Company may provide pre and post hearing briefs at their discretion. Post-hearing

briefs must be submitted within seven (7) calendar days of the hearing to be considered. Upon the submission of all relevant evidence, the Neutral will decide if the labor agreements bargained at the Phase 1 facilities have materially harmed the financial performance of the facilities covered. The Neutral must render a decision within fourteen (14) calendar days from the hearing completion. If the Neutral's decision is in the affirmative, the UAW will not commence the organizing of Phase #2, Level #1 facilities under the terms of this Partnership Agreement.

9.1.7 There shall be no appeal of the Neutral's decision to any forum.

- 9.2 The Steering Committee shall assess the implementation of this Agreement and develop strategic plans to accomplish the Purpose of this Agreement. In addition, this Committee will review operational efficiency, quality improvements, investment opportunities, new work possibilities, job security improvements, and review the key measurables for all represented facilities.

Article 10. Exclusivity

- 10.1 This Partnership Agreement represents the final and exclusive agreement with the Company and the Union for the facilities referred to in Schedule 1.3, Level 1.

Article 11. Successor

- 11.1 The Company agrees that this Agreement shall be binding on any successor of the Dana Corporation.

Article 12. Confidentiality

- 12.1 Neither party can disclose this Agreement, or its content or any actions taken hereunder, without the consent of the other.

Article 13. Customers

- 13.1 The Steering Committee, Union and Company will continually seek ways to secure the benefits of a positive relationship between the Company and the Union for the Company's customers and communicate those to the customer.

Schedule 1.3 Listing of Facility Designations

- 1.3.1 Level #1 facilities are non-union Dana automotive related assembly or machining facilities located within the United States which manufacture products for Ford, General Motors, and/or DaimlerChrysler, or UAW represented foreign owned facilities. New facilities of the same type and kind and within the Company's USA facilities will be added in accordance with this Agreement.

Level #1 facilities will be further separated into Phase I and Phase II. Phase I facilities are: Elizabethtown, KY; Bristol VA; Buena Vista VA; Auburn Hills MI; Archbold OH; St. John's MI; Upper Sandusky OH; Atlantic IA; Longview TX; Hopkinsville KY; Cape Girardeau MO; Louisville KY; Dry Ridge KY; and Columbia MO. All other Level #1 facilities will be designated as Phase II. The intent of the parties is that Phase I will contain fourteen (14) facilities.

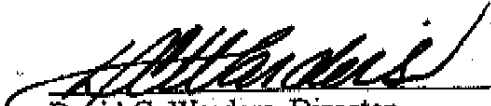
- 1.3.2 Level #2 facilities are Company facilities located within the United States that do not make products for the Big 3 or UAW represented foreign owned facilities, and Distribution Centers.
- 1.3.3 Level #3 facilities are Company facilities located in the United States that manufacture or assemble product sold to non-union foreign owned automotive assembly facilities for a domestic or foreign market.
- 1.3.4 The list of Level #1, #2, and #3 are attached hereto and are part of this Schedule 1.3.
- 1.3.5 Level #1 facilities will be arranged by mutual agreement between the Company and the Union. The parties agree that the current organizing campaigns will continue under the Partnership Agreement at the following locations: Elizabethtown KY; Bristol VA; Buena Vista VA; Upper Sandusky OH; Archbold OH; St. Johns MI; and Auburn Hills MI. In addition, the parties agree that the current UAW authorization cards will be used to determine majority status and recognition for Elizabethtown KY, Bristol VA, and Buena Vista VA. At all other locations, the new employee authorization forms will be used to determine majority status. The employee authorization form is attached hereto and becomes a part of this Agreement.
- 1.3.6 The Union will not conduct any organizing campaigns at more than seven (7) level #1 facilities at any one time unless mutually agreed otherwise. The Union will not commence organizational

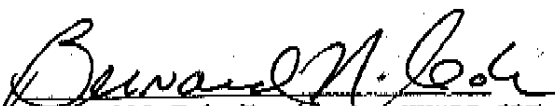
activities at subsequent facilities beyond the then current seven (7) facilities unless and until labor agreements are executed at those facilities where majority support is established unless the parties mutually agree otherwise. The parties are also discussing the possibilities of innovative approaches to collective bargaining including model agreements by product groupings.

- 1.3.7 Unless mutually agreed otherwise, the Union will not commence organizing activities at any level #2 facility unless contacted by the employees or until they have exhausted the Level #1 list pursuant to the provisions of this Schedule 1.3. 3
- 1.3.8 Unless mutually agreed otherwise, this Agreement, with the exception of this Schedule 1.3, will not apply to Level #2 and Level #3 Company facilities. After completion of the Level #1 facilities, the parties will meet to discuss the application of the Agreement to Level #2 facilities. 5
- 1.3.9 The 2003 Dana Corporation – UAW Master Agreement, Letter on Neutrality will apply to any organizing activity directed by the Union at any level #2 Company facility operated in the United States provided they are so covered by the terms of the Letter on Neutrality. In applying the terms of the Letter on Neutrality, the Company and the Union will comply with the parameters of conduct established by Arbitrator Mittenthal in Arbitrator's decisions #114, #151, #158 and #159.
- 1.3.10 The Union will not attempt to organize any level #3 Company facility during the term of this Agreement.

The parties on this 8th of August, 2003 have, under signature, affirmed and attested to this Partnership Agreement and concur that in all material respects this written memorial reflects the intentions of the parties as this Agreement was bargained between them.

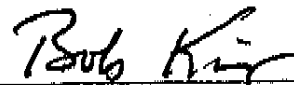
For the Dana Corporation:

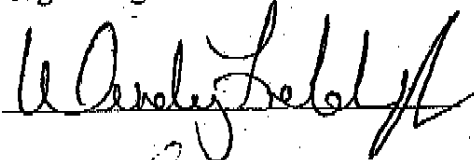

David C. Warders, Director
Industrial Relations, Dana Corporation

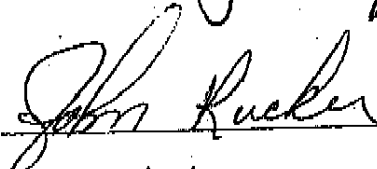

Bernard N. Cole, President - HVTSG SBU
Dana Corporation

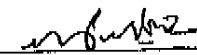


For the International Union,
United Automobile, Aerospace,
& Agricultural Implement
Workers of America ("UAW"):


Bob King, Vice President and
Director, IPS Department and
Organizing







UAW Employee Representation Form**Side 1**

Date _____

I, _____ authorize the United Auto Workers to represent me for purposes of collective bargaining.

ADDRESS-HOUSE No. _____

STREET _____

ZIP _____

(AREA CODE) PHONE _____

E-MAIL _____

EMPLOYED BY DANA CORP. IN _____

CITY _____

STATE _____

DEPARTMENT _____

WORK AREA _____

SHIFT _____

CLASSIFICATION _____

SIGNATURE _____

CARD ASSIGNED TO _____

Side 2

I understand that this card will be sent to a neutral third party to help establish the UAW's majority status.

By signing this card I am expressing my free choice to be represented by the UAW.

It is UAW policy that if an employee requests the return of their authorization form prior to the form being sent to the Neutral Third Party the form will be destroyed in the presence of the employee.

This form may be mailed to: UAW Vice President Bob King
Organizing Department
Solidarity House
8000 E. Jefferson St.
Detroit, MI 48214

***You have the right under Federal Law to
organize and join a union.***

It is the policy of the UAW to waive initiation fees for
ALL employees who join the union before thirty (30) days
after the signing of an initial collective bargaining agreement.

List of Dana Facilities

Level 1: US Automotive related assembly or machining facilities that manufacture products for the Big 3

1	ASG	Bristol VA	TTMG	Phase I
2	ASG	Buena Vista, VA	TTIG	Phase I
3	ASG	Cape Girardeau, MO	TTMG	Phase I
4	ASG	Columbia, MO	TTIG	Phase I
5	ASG	Dry Ridge, KY	TTIG	Phase I
6	ASG	Elizabethtown, KY	Structures	Phase I
7	ASG	Hopkinsville, KY	Structures	Phase I
8	ASG	Longview, TX	Structures	Phase I
9	ASG	Louisville, KY	TTIG	Phase I
10	ASG	Auburn Hills MI	TTIG	Phase I
11	EFMG	Angola, IN	Hose & Tubing	Phase II
12	EFMG	Archbold, OH	Hose & Tubing	Phase I
13	EFMG	Atlantic, IA	Glacier Vand	Phase I
14	EFMG	Crenshaw, MS	Plumley	Phase II
15	EFMG	Danville, IN	Long Mfg	Phase II
16	EFMG	Danville, KY	Victor Reinz	Phase II
17	EFMG	Franklin, KY	Victor Reinz	Phase II
18	EFMG	Fulton, KY	Victor Reinz	Phase II
19	EFMG	McKenzie, TN	Plumley	Phase II
20	EFMG	Milwaukee, WI	Victor Reinz	Phase II
21	EFMG	Pensacola, FL	Coupled Products	Phase II
22	EFMG	Russellville, AR	Perfect Circle	Phase II
23	EFMG	Sheffield, PA	Long Mfg	Phase II
24	EFMG	St. Clair, MI	Long Mfg	Phase II
25	EFMG	St. John's MI	Perfect Circle	Phase I
26	EFMG	Upper Sandusky, OH	Coupled Products	Phase I
27	EFMG	Wharton, OH	Coupled Products	Phase II

Level 2: U S Dana facilities that do not make products for the Big 3, and Distribution Centers

1	AAG	Collierville, TN	Clevite
2	AAG	Cuba, MO	Brake/Chassis
3	AAG	Dallas, TX	Brake/Chassis
4	AAG	Dillon, SC	Wix
5	AAG	Erie, PA	Brake/Chassis
6	AAG	Gastonia Allen	Wix
7	AAG	Gastonia Distr.	Wix
8	AAG	Gastonia Dixon	Wix
9	AAG	Gastonia Helsa	Wix
10	AAG	Litchfield, IL	Brake/Chassis
11	AAG	McHenry, IL	Brake/Chassis
12	AAG	Mishiwaka, IN	Brake/Chassis
13	AAG	Modesto, CA	Brake/Chassis
14	AAG	Naperville, IL	Brake/Chassis
15	AAG	Nashville, TN	Beck Arnley
16	AAG	Newark, DE	Brake/Chassis
17	AAG	North East, PA	Brake/Chassis
18	AAG	Oklahoma City	Brake/Chassis
19	AAG	Olive Branch, MS	Clevite
20	AAG	Parkway	Brake/Chassis
21	AAG	Prime	Brake/Chassis
22	AAG	Stanford, KY	Brake/Chassis
23	AAG	Waupaca, WI	Brake/Chassis
24	AAG	Winchester	Brake/Chassis
25	ASG	Albion, IN	TTIG
26	ASG	Charlotte, NC	HD Driveshaft
27	ASG	Garland, TX	Structures, International
28	ASG	Renton, WA	HD Driveshaft
29	EFMG	Muskegon, MI	Perfect Circle
30	EFMG	Paris, TN	Plumley
31	EFMG	Sledge, MS	Hose & Tubing
32	HVTSG	Crossville, TN	Distribution
33	HVTSG	Fredricktown, OH	Outdoor Power
34	HVTSG	Glasgow, KY	Commercial VS
35	HVTSG	Humboldt, TN	Ride & Control
36	HVTSG	Lancaster, PA	Heavy Systems Assy
37	HVTSG	Montgomery, AL	Ride & Control
38	HVTSG	Statesville, NC	Off Highway
39	HVTSG	Sterling, IL	HD Driveshaft

Level 3: U S Facilities that supply transplants

1	ASG	Owensboro, KY	Structures	Toyota 100%
2	ASG	Gordonsville, TN	TTIG	
3	ASG	Orangeburg, SC	TTIG	BMW 100%
4	ASG	Stockton, CA	Structures	NUMMI