

Form 5500 Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Annual Return/Report of Employee Benefit Plan This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6047(e), 6057(b), and 6058(a) of the Internal Revenue Code (the Code). ► Complete all entries in accordance with the instructions to the Form 5500.	OMB Nos. 1210-0110 1210-0089
		2011
		This Form is Open to Public Inspection

Part I	Annual Report Identification Information
For calendar plan year 2011 or fiscal plan year beginning <u>01/01/2011</u> and ending <u>12/31/2011</u>	
A This return/report is for:	☐ a multiemployer plan; ☐ a multiple-employer plan; or ☒ a single-employer plan; ☐ a DFE (specify) ____
B This return/report is:	☐ the first return/report; ☐ the final return/report; ☐ an amended return/report; ☐ a short plan year return/report (less than 12 months).
C If the plan is a collectively-bargained plan, check here.	☒
D Check box if filing under:	☒ Form 5558; ☐ automatic extension; ☐ the DFVC program; ☐ special extension (enter description)

Part II	Basic Plan Information —enter all requested information
1a Name of plan <u>DANA RETIREMENT PLAN</u>	1b Three-digit plan number (PN) ► <u>001</u> 1c Effective date of plan <u>01/01/1942</u>
2a Plan sponsor's name and address, including room or suite number (Employer, if for single-employer plan) <u>DANA LIMITED</u> <u>P.O. BOX 1000</u> <u>MAUMEE, OH 43537</u>	2b Employer Identification Number (EIN) <u>26-1318190</u> 2c Sponsor's telephone number <u>419-887-3000</u> 2d Business code (see instructions) <u>336300</u>

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	<u>Filed with authorized/valid electronic signature.</u>	<u>10/18/2012</u>	<u>AMY ACS</u>
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500.

Form 5500 (2011)
v.012611

3a Plan administrator's name and address (if same as plan sponsor, enter "Same") CHAIRMAN OF THE INVESTMENT COMMITTEE - DANA LIMITED P.O. BOX 1000 MAUMEE, OH 43537	3b Administrator's EIN 62-1412120 3c Administrator's telephone number 419-887-3000
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4 If the name and/or EIN of the plan sponsor has changed since the last return/report filed for this plan, enter the name, EIN and the plan number from the last return/report: a Sponsor's name	4b EIN 4c PN
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5 Total number of participants at the beginning of the plan year	5	31598
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6 Number of participants as of the end of the plan year (welfare plans complete only lines 6a , 6b , 6c , and 6d).		
a Active participants.....	6a	2426
b Retired or separated participants receiving benefits.....	6b	10335
c Other retired or separated participants entitled to future benefits.....	6c	15169
d Subtotal. Add lines 6a , 6b , and 6c	6d	27930
e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.....	6e	3056
f Total. Add lines 6d and 6e	6f	30986
g Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item).....	6g	
h Number of participants that terminated employment during the plan year with accrued benefits that were less than 100% vested.....	6h	

7 Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	7	
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8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions:
 1C

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristic Codes in the instructions:

9a Plan funding arrangement (check all that apply)	9b Plan benefit arrangement (check all that apply)
(1) ☐ Insurance	(1) ☐ Insurance
(2) ☐ Code section 412(e)(3) insurance contracts	(2) ☐ Code section 412(e)(3) insurance contracts
(3) ☒ Trust	(3) ☒ Trust
(4) ☐ General assets of the sponsor	(4) ☐ General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

- (1)** ☒ **R** (Retirement Plan Information)

(2) ☐ **MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary

(3) ☒ **SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary

b General Schedules

- (1)** ☒ **H** (Financial Information)
(2) ☐ **I** (Financial Information – Small Plan)
(3) ☐ **A** (Insurance Information)
(4) ☐ **C** (Service Provider Information)
(5) ☒ **D** (DFE/Participating Plan Information)
(6) ☐ **G** (Financial Transaction Schedules)

SCHEDULE SB (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Single-Employer Defined Benefit Plan Actuarial Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code). ▶ File as an attachment to Form 5500 or 5500-SF.	OMB No. 1210-0110 2011 This Form is Open to Public Inspection
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For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is established.

A Name of plan <u>DANA RETIREMENT PLAN</u>	B Three-digit plan number (PN) ▶ <u>001</u>
C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF <u>DANA LIMITED</u>	D Employer Identification Number (EIN) <u>26-1318190</u>
E Type of plan: ☒ Single ☐ Multiple-A ☐ Multiple-B	F Prior year plan size: ☐ 100 or fewer ☐ 101-500 ☒ More than 500

Part I	Basic Information
1	Enter the valuation date: Month <u>01</u> Day <u>01</u> Year <u>2011</u>
2	Assets:
a	Market value 2a <u>997811293</u>
b	Actuarial value 2b <u>997811293</u>
3	Funding target/participant count breakdown:
	(1) Number of participants (2) Funding Target
a	For retired participants and beneficiaries receiving payment 3a <u>12446</u> <u>762103142</u>
b	For terminated vested participants 3b <u>16364</u> <u>283989988</u>
c	For active participants:
(1)	Non-vested benefits 3c(1) <u>12232051</u>
(2)	Vested benefits 3c(2) <u>107894714</u>
(3)	Total active 3c(3) <u>2788</u> <u>120126765</u>
d	Total 3d <u>31598</u> <u>1166219895</u>
4	If the plan is in at-risk status, check the box and complete lines (a) and (b) ☐
a	Funding target disregarding prescribed at-risk assumptions 4a
b	Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been in at-risk status for fewer than five consecutive years and disregarding loading factor 4b
5	Effective interest rate 5 <u>6.21 %</u>
6	Target normal cost 6 <u>4446000</u>

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE	<u>10/02/2012</u>
Signature of actuary	Date
<u>CHRISTIAN O'KEEFE</u>	<u>11-07154</u>
Type or print name of actuary	Most recent enrollment number
<u>TOWERS WATSON PENNSYLVANIA, INC.</u>	<u>248-936-7700</u>
Firm name	Telephone number (including area code)
<u>28411 NORTHWESTERN HWY SUITE 500</u> <u>SOUTHFIELD, MI 48034</u>	
Address of the firm	

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions ☐

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500 or 5500-SF.

Schedule SB (Form 5500) 2011
v.012611

Part II		Beginning of year carryover and prefunding balances	
		(a) Carryover balance	(b) Prefunding balance
7	Balance at beginning of prior year after applicable adjustments (line 13 from prior year)	18687433	0
8	Portion elected for use to offset prior year's funding requirement (line 35 from prior year)	2318250	0
9	Amount remaining (line 7 minus line 8)	16369183	0
10	Interest on line 9 using prior year's actual return of <u>12.94</u> %	2118172	
11	Prior year's excess contributions to be added to prefunding balance:		
a	Present value of excess contributions (line 38 from prior year)		12481347
b	Interest on (a) using prior year's effective rate of <u>6.63</u> % except as otherwise provided (see instructions)		827513
c	Total available at beginning of current plan year to add to prefunding balance		13308860
d	Portion of (c) to be added to prefunding balance		0
12	Other reductions in balances due to elections or deemed elections	0	0
13	Balance at beginning of current year (line 9 + line 10 + line 11d – line 12)	18487355	0

Part III		Funding percentages	
14	Funding target attainment percentage	14	83.97 %
15	Adjusted funding target attainment percentage	15	83.97 %
16	Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement	16	81.60 %
17	If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage	17	%

Part IV		Contributions and liquidity shortfalls			
18 Contributions made to the plan for the plan year by employer(s) and employees:					
(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
04/13/2011	9201000		09/13/2012	14965000	
07/11/2011	8721000				
10/12/2011	8721000				
01/10/2012	8721000				
01/20/2012	105600000				
04/13/2012	9690000				
			Totals ►	18(b)	165619000
				18(c)	0

19 Discounted employer contributions – see instructions for small plan with a valuation date after the beginning of the year:	
a Contributions allocated toward unpaid minimum required contributions from prior years.	19a 0
b Contributions made to avoid restrictions adjusted to valuation date	19b 0
c Contributions allocated toward minimum required contribution for current year adjusted to valuation date	19c 155612972
20 Quarterly contributions and liquidity shortfalls:	
a Did the plan have a "funding shortfall" for the prior year?	☒ Yes ☐ No
b If 20a is "Yes," were required quarterly installments for the current year made in a timely manner?	☒ Yes ☐ No
c If 20a is "Yes," see instructions and complete the following table as applicable:	

Liquidity shortfall as of end of quarter of this plan year			
(1) 1st	(2) 2nd	(3) 3rd	(4) 4th
0	0	0	0

Part V Assumptions used to determine funding target and target normal cost

21 Discount rate:				
a Segment rates:	1st segment: 3.78%	2nd segment: 6.31%	3rd segment: 6.57%	☐ N/A, full yield curve used
b Applicable month (enter code)				21b 4
22 Weighted average retirement age				22 61
23 Mortality table(s) (see instructions) ☐ Prescribed - combined ☒ Prescribed - separate ☐ Substitute				

Part VI Miscellaneous items

24 Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment.	☐ Yes ☒ No
25 Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment.	☐ Yes ☒ No
26 Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment.....	☒ Yes ☐ No
27 If the plan is eligible for (and is using) alternative funding rules, enter applicable code and see instructions regarding attachment.....	27

Part VII Reconciliation of unpaid minimum required contributions for prior years

28 Unpaid minimum required contributions for all prior years	28	0
29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (line 19a).....	29	0
30 Remaining amount of unpaid minimum required contributions (line 28 minus line 29)	30	0

Part VIII Minimum required contribution for current year

31 Target normal cost and excess assets (see instructions):			
a Target normal cost (line 6)	31a	4446000	
b Excess assets, if applicable, but not greater than 31a	31b	0	
32 Amortization installments:	Outstanding Balance	Installment	
a Net shortfall amortization installment	186895957	34312822	
b Waiver amortization installment	0	0	
33 If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____) and the waived amount	33		
34 Total funding requirement before reflecting carryover/prefunding balances (lines 31a - 31b + 32a + 32b - 33)...	34	38758822	
	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement.....	0	0	0
36 Additional cash requirement (line 34 minus line 35)	36	38758822	
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c)	37	155612972	
38 Present value of excess contributions for current year (see instructions)			
a Total (excess, if any, of line 37 over line 36)	38a	116854150	
b Portion included in line 38a attributable to use of prefunding and funding standard carryover balances	38b	0	
39 Unpaid minimum required contribution for current year (excess, if any, of line 36 over line 37)	39	0	
40 Unpaid minimum required contributions for all years.....	40	0	

Part IX Pension funding relief under Pension Relief Act of 2010 (see instructions)

41 If a shortfall amortization base is being amortized pursuant to an alternative amortization schedule:			
a Schedule elected	☐ 2 plus 7 years ☐ 15 years		
b Eligible plan year(s) for which the election in line 41a was made	☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011		
42 Amount of acceleration adjustment	42	0	
43 Excess installment acceleration amount to be carried over to future plan years	43	0	

SCHEDULE D (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration	DFE/Participating Plan Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA). ► File as an attachment to Form 5500.	OMB No. 1210-0110 2011 This Form is Open to Public Inspection.
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For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

A Name of plan <u>DANA RETIREMENT PLAN</u>	B Three-digit plan number (PN) ►	<u>001</u>
C Plan or DFE sponsor's name as shown on line 2a of Form 5500 <u>DANA LIMITED</u>	D Employer Identification Number (EIN) <u>26-1318190</u>	

Part I	Information on interests in MTIAs, CCTs, PSAs, and 103-12 IEs (to be completed by plans and DFEs) (Complete as many entries as needed to report all interests in DFEs)
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a Name of MTIA, CCT, PSA, or 103-12 IE: DANA LIMITED MASTER TRUST

b Name of sponsor of entity listed in (a): DANA LIMITED

c EIN-PN <u>26-1318190-143</u>	d Entity code <u>M</u>	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) <u>1035572845</u>
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a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
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a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
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a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
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a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
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a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
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a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
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a Name of MTIA, CCT, PSA, or 103-12 IE:**b** Name of sponsor of entity listed in (a):**c** EIN-PN**d** Entity
code**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)**a** Name of MTIA, CCT, PSA, or 103-12 IE:**b** Name of sponsor of entity listed in (a):**c** EIN-PN**d** Entity
code**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)**a** Name of MTIA, CCT, PSA, or 103-12 IE:**b** Name of sponsor of entity listed in (a):**c** EIN-PN**d** Entity
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code**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)**a** Name of MTIA, CCT, PSA, or 103-12 IE:**b** Name of sponsor of entity listed in (a):**c** EIN-PN**d** Entity
code**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)**a** Name of MTIA, CCT, PSA, or 103-12 IE:**b** Name of sponsor of entity listed in (a):**c** EIN-PN**d** Entity
code**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

Part II Information on Participating Plans (to be completed by DFEs)

(Complete as many entries as needed to report all participating plans)

a Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
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plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN

SCHEDULE H (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Financial Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code). ► File as an attachment to Form 5500.	OMB No. 1210-0110 2011 This Form is Open to Public Inspection
For calendar plan year 2011 or fiscal plan year beginning <u>01/01/2011</u> and ending <u>12/31/2011</u>		
A Name of plan <u>DANA RETIREMENT PLAN</u>	B Three-digit plan number (PN) ►	<u>001</u>
C Plan sponsor's name as shown on line 2a of Form 5500 <u>DANA LIMITED</u>	D Employer Identification Number (EIN) <u>26-1318190</u>	

Part I	Asset and Liability Statement		(a) Beginning of Year	(b) End of Year
1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.				
	Assets			
a	Total noninterest-bearing cash	1a		
b	Receivables (less allowance for doubtful accounts):			
	(1) Employer contributions	1b(1)		138976000
	(2) Participant contributions	1b(2)		
	(3) Other	1b(3)		
c	General investments:			
	(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
	(2) U.S. Government securities	1c(2)		
	(3) Corporate debt instruments (other than employer securities):			
	(A) Preferred	1c(3)(A)		
	(B) All other	1c(3)(B)		
	(4) Corporate stocks (other than employer securities):			
	(A) Preferred	1c(4)(A)		
	(B) Common	1c(4)(B)		
	(5) Partnership/joint venture interests	1c(5)		
	(6) Real estate (other than employer real property)	1c(6)		
	(7) Loans (other than to participants)	1c(7)		
	(8) Participant loans	1c(8)		
	(9) Value of interest in common/collective trusts	1c(9)		
	(10) Value of interest in pooled separate accounts	1c(10)		
	(11) Value of interest in master trust investment accounts	1c(11)	997811293	1035572845
	(12) Value of interest in 103-12 investment entities	1c(12)		
	(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)		
	(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)		
	(15) Other	1c(15)		

1d Employer-related investments:		(a) Beginning of Year	(b) End of Year
(1) Employer securities	1d(1)		
(2) Employer real property	1d(2)		
e Buildings and other property used in plan operation	1e		
f Total assets (add all amounts in lines 1a through 1e)	1f	997811293	1174548845

Liabilities

g Benefit claims payable	1g		
h Operating payables	1h		
i Acquisition indebtedness	1i		
j Other liabilities	1j		
k Total liabilities (add all amounts in lines 1g through 1j)	1k	0	0

Net Assets

l Net assets (subtract line 1k from line 1f)	1l	997811293	1174548845
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Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income

		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: (A) Employers	2a(1)(A)	165619000	
(B) Participants	2a(1)(B)		
(C) Others (including rollovers)	2a(1)(C)		
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines 2a(1)(A) , (B) , (C) , and line 2a(2)	2a(3)		165619000
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)		
(G) Total interest. Add lines 2b(1)(A) through (F)	2b(1)(G)		0
(2) Dividends: (A) Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)		
(D) Total dividends. Add lines 2b(2)(A) , (B) , and (C)	2b(2)(D)		0
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: (A) Aggregate proceeds	2b(4)(A)		
(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
(C) Subtract line 2b(4)(B) from line 2b(4)(A) and enter result	2b(4)(C)		0

		(a) Amount	(b) Total
2b (5) Unrealized appreciation (depreciation) of assets: (A) Real estate.....	2b(5)(A)		
(B) Other	2b(5)(B)		
(C) Total unrealized appreciation of assets. Add lines 2b(5)(A) and (B)	2b(5)(C)		0
(6) Net investment gain (loss) from common/collective trusts	2b(6)		
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		114943563
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds).....	2b(10)		
c Other income.....	2c		
d Total income. Add all income amounts in column (b) and enter total.....	2d		280562563

Expenses

e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	93279425	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines 2e(1) through (3)	2e(4)		93279425
f Corrective distributions (see instructions)	2f		
g Certain deemed distributions of participant loans (see instructions).....	2g		
h Interest expense.....	2h		
i Administrative expenses: (1) Professional fees	2i(1)		
(2) Contract administrator fees	2i(2)		
(3) Investment advisory and management fees	2i(3)		
(4) Other	2i(4)	10545586	
(5) Total administrative expenses. Add lines 2i(1) through (4)	2i(5)		10545586
j Total expenses. Add all expense amounts in column (b) and enter total.....	2j		103825011

Net Income and Reconciliation

k Net income (loss). Subtract line 2j from line 2d	2k		176737552
l Transfers of assets:			
(1) To this plan.....	2l(1)		
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):
 (1) ☐ Unqualified (2) ☐ Qualified (3) ☒ Disclaimer (4) ☐ Adverse

b Did the accountant perform a limited scope audit pursuant to 29 CFR 2520.103-8 and/or 103-12(d)? ☒ Yes ☐ No

c Enter the name and EIN of the accountant (or accounting firm) below:
 (1) Name: **SPILMAN, HILLS & HEIDEBRINK, LTD.** (2) EIN: **34-1833111**

d The opinion of an independent qualified public accountant is **not attached** because:
 (1) ☐ This form is filed for a CCT, PSA, or MTIA. (2) ☐ It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

- 4** CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete 4j and 4l. MTIAs also do not complete 4l.

During the plan year:

	Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.).....		X	
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.).....		X	
c Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)		X	
d Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.).....		X	
e Was this plan covered by a fidelity bond?.....	X		20000000
f Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?		X	
g Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?		X	
h Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?		X	
i Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.).....		X	
j Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked, and see instructions for format requirements.).....		X	
k Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?.....		X	
l Has the plan failed to provide any benefit when due under the plan?		X	
m If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.).....			
n If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.			
4n			

- 5a** Has a resolution to terminate the plan been adopted during the plan year or any prior plan year?

If "Yes," enter the amount of any plan assets that reverted to the employer this year..... ☐ Yes ☒ No Amount:

- 5b** If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)

5b(2) EIN(s)	5b(3) PN(s)

SCHEDULE R (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Retirement Plan Information This schedule is required to be filed under section 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code). ▶ File as an attachment to Form 5500.	OMB No. 1210-0110 2011 This Form is Open to Public Inspection.
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For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

A Name of plan <u>DANA RETIREMENT PLAN</u>	B Three-digit plan number (PN) ▶ <u>001</u>
C Plan sponsor's name as shown on line 2a of Form 5500 <u>DANA LIMITED</u>	D Employer Identification Number (EIN) <u>26-1318190</u>

Part I	Distributions
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All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions.....	1	<u>0</u>
2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits): EIN(s): <u>36-3046063</u>		
Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.		
3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year.....	3	<u>255</u>

Part II	Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internal Revenue Code or ERISA section 302, skip this Part)
----------------	--

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)?.....	☐ Yes	☒ No	☐ N/A
If the plan is a defined benefit plan, go to line 8.			
5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. Date: Month _____ Day _____ Year _____ If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.			
6 a Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived)	6a		
b Enter the amount contributed by the employer to the plan for this plan year	6b		
c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount).....	6c		
If you completed line 6c, skip lines 8 and 9.			
7 Will the minimum funding amount reported on line 6c be met by the funding deadline?	☐ Yes	☐ No	☐ N/A
8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change?.....	☐ Yes	☐ No	☒ N/A

Part III	Amendments
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9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box.....	☐ Increase	☐ Decrease	☐ Both	☒ No
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Part IV	ESOPs (see instructions). If this is not a plan described under Section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.
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10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan?.....	☐ Yes	☐ No
11 a Does the ESOP hold any preferred stock?	☐ Yes	☐ No
b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.).....	☐ Yes	☐ No
12 Does the ESOP hold any stock that is not readily tradable on an established securities market?	☐ Yes	☐ No

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in dollars). See instructions. Complete as many entries as needed to report all applicable employers.

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

- 14** Enter the number of participants on whose behalf no contributions were made by an employer as an employer of the participant for:

a The current year	14a	
b The plan year immediately preceding the current plan year	14b	
c The second preceding plan year	14c	

- 15** Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	15a	
b The corresponding number for the second preceding plan year	15b	

- 16** Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	16a	
b If item 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	16b	

- 17** If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

- 18** If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

- 19** If the total number of participants is 1,000 or more, complete items (a) through (c)

- a** Enter the percentage of plan assets held as:

Stock: 26% Investment-Grade Debt: 51% High-Yield Debt: 3% Real Estate: 3% Other: 17%

- b** Provide the average duration of the combined investment-grade and high-yield debt:

☐ 0-3 years ☐ 3-6 years ☐ 6-9 years ☒ 9-12 years ☐ 12-15 years ☐ 15-18 years ☐ 18-21 years ☐ 21 years or more

- c** What duration measure was used to calculate item 19(b)?

☒ Effective duration ☐ Macaulay duration ☐ Modified duration ☐ Other (specify):

Independent Auditors' Report

Dana Holding Corporation Investment Committee
Dana Retirement Plan

We were engaged to audit the modified cash basis statements of assets available for benefits of the Dana Retirement Plan (the Plan) as of December 31, 2011 and 2010, the related modified cash basis statements of changes in assets available for benefits for the years then ended, the statement of accumulated plan benefits as of December 31, 2010 and the related statement of changes in accumulated plan benefits for the year then ended. These financial statements are the responsibility of the Plan's management.

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the plan administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information described in Note 4, which was certified by Northern Trust Company, the trustee of the Plan, except for comparing the information with the related information included in the financial statements. We have been informed by the plan administrator that the trustee holds the Plan's investment assets and executes investment transactions. The plan administrator has obtained a certification from the trustee as of and for the years ended December 31, 2011 and 2010, that the information provided to the plan administrator by the trustee is complete and accurate.

As more fully described in Note 2, these financial statements were prepared on a modified cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Because of the significance of the information that we did not audit, we are unable to, and do not, express an opinion on the accompanying financial statements taken as a whole. The form and content of the information included in the financial statements, other than that derived from the information certified by the trustee, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

Spilman, Hills & Heidebrink, Ltd.

October 11, 2012

**DANA RETIREMENT PLAN
FINANCIAL STATEMENTS (MODIFIED CASH BASIS)
FOR THE YEARS ENDED
DECEMBER 31, 2011 AND 2010**

See Independent Auditors' Report

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DANA RETIREMENT PLAN
STATEMENTS OF ASSETS AVAILABLE FOR BENEFITS
(MODIFIED CASH BASIS)
DECEMBER 31, 2011 AND 2010

	<u>2011</u>	<u>2010</u>
Plan Interest in Dana Master Pension Trust, at Fair Value (Notes 3 and 4)	<u>\$ 1,035,572,845</u>	<u>\$ 997,811,293</u>

*See Independent Auditors' Report
and Accompanying Notes*

DANA RETIREMENT PLAN
STATEMENTS OF CHANGES IN ASSETS AVAILABLE FOR BENEFITS
(MODIFIED CASH BASIS)
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

	<u>2011</u>	<u>2010</u>
Additions to Assets Attributed to		
Plan interest in Dana Master Pension Trust		
net investment income (Notes 3 and 4)	\$ 114,943,563	\$ 120,196,678
Employer contributions	<u>26,643,000</u>	<u>50,000,000</u>
Total Additions	141,586,563	170,196,678
Deductions from Assets Attributed to		
Benefit payments	93,279,425	109,919,504
Administrative fees and expenses	<u>10,545,586</u>	<u>10,021,401</u>
Total Deductions	<u>103,825,011</u>	<u>119,940,905</u>
Change in Assets Available for Benefits	37,761,552	50,255,773
Assets Available for Benefits at Beginning of Year	<u>997,811,293</u>	<u>947,555,520</u>
Assets Available for Benefits at End of Year	<u><u>\$ 1,035,572,845</u></u>	<u><u>\$ 997,811,293</u></u>

*See Independent Auditors' Report
and Accompanying Notes*

DANA RETIREMENT PLAN
STATEMENT OF ACCUMULATED PLAN BENEFITS
DECEMBER 31, 2010
(MOST RECENT INFORMATION AVAILABLE)

Vested Benefits	
Participants currently receiving payments	\$ 682,141,393
Other participants	<u>335,836,660</u>
Total Vested Benefits	1,017,978,053
Nonvested Benefits	<u>11,199,775</u>
Total Actuarial Present Value of Accumulated Plan Benefits (Note 5)	<u><u>\$ 1,029,177,828</u></u>

*See Independent Auditors' Report
and Accompanying Notes*

DANA RETIREMENT PLAN
STATEMENT OF CHANGES IN ACCUMULATED PLAN BENEFITS
FOR THE YEAR ENDED DECEMBER 31, 2010
(MOST RECENT INFORMATION AVAILABLE)

Actuarial Present Value of Accumulated Plan Benefits as of December 31, 2009	\$ 1,062,465,411
Change During the Year Attributable to	
Benefits accumulated and gains and losses	(671,845)
Increase for interest due to the decrease in the discount period	75,637,442
Benefit payments	(109,919,504)
Actuarial assumption changes	<u>1,666,324</u>
Net Change	<u>(33,287,583)</u>
Actuarial Present Value of Accumulated Plan Benefits as of December 31, 2010 (Note 5)	<u><u>\$ 1,029,177,828</u></u>

*See Independent Auditors' Report
and Accompanying Notes*

DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

NOTE 1 - DESCRIPTION OF PLAN

The following is a brief description of the Dana Retirement Plan (the Plan) and its respective provisions. Participants should refer to the Plan document for more complete information.

General - The Plan is a defined benefit pension plan established to provide pension benefits to salaried and other employees of Dana Limited (the Company) and its subsidiaries, as identified in the Plan document. Participants who previously participated in various plans merged into the Plan are included under separate benefit formulas. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Effective June 30, 2007, the Plan was frozen with regards to credited service for all non-bargained participants. Non-bargained participants who were actively employed at that time became fully vested on that date. Future benefits will be calculated based on credited service and compensation through June 30, 2007. Effective January 31, 2008, the Plan was frozen with regards to credited service for those bargaining unit participants whose benefit accruals had not previously been frozen. No credited service will be granted to any participant under the Plan for any period of employment after that date. Participants who were employed at the applicable freeze date and were members of collective bargaining units who have completed 20 or more years of credited service at that time, will continue to accrue service after that date only for the purpose of determining if an employee qualifies for early retirement.

Participation - Employees hired after January 1, 2003, are not eligible to participate in the Plan, unless they were originally a participant in another Company-sponsored pension plan merged into this Plan. Eligible full-time employees hired before that date were generally eligible to participate in the Plan as of January 1 following their commencement of employment.

Administration - The Plan is administered by the Dana Holding Corporation Investment Committee (the Investment Committee).

Vesting - All participants are fully vested in their benefits. Nonvested benefits in the statement of accumulated plan benefits include benefits that are contingent upon a future event, such as death, disability or attainment of a certain age.

Pension Benefits - Except for participants who were formerly participants in bargaining units and plans described below, the plan administrator determines benefits under the Plan by maintaining hypothetical accounts for each participant. Each participant's account balance is increased at the end of each Plan year by annual interest credits. Prior to the freeze of credited service accrual, as noted above, each participant's account was also increased by an amount based upon years of credited service and compensation during the plan year.

Participants with these account balances who retire upon attaining age 65 are eligible for normal retirement benefits. The normal retirement benefit for retiring participants may be received in a lump-sum payment equal to the amount of the participant's account as of the payment date or in a monthly annuity. For married participants, annuities are paid in the form of a spousal annuity unless the participant and their spouse elect to waive the joint and survivor option in the manner prescribed by ERISA.

See Independent Auditors' Report

DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

NOTE 1 - DESCRIPTION OF PLAN (Continued)

Pension Benefits (Continued)

Participants with these account balances are eligible for early retirement when the sum of age and vesting service totals 70 or more, vesting service equals at least 10 years and age equals at least 50. The amount of the early retirement benefit is based on the normal retirement benefit, actuarially reduced by ratios set forth in the Plan provisions. The amount of the early retirement benefit may be received in a lump-sum payment or in a monthly annuity including joint and survivor options.

Participants of the former Pension Plan for Dana Automotive Aftermarket Group receive monthly benefits equal to 26% of final average compensation up to the social security taxable wage base plus 44% of final average compensation in excess of the social security taxable wage base, multiplied by the ratio of the participant's years of credited service prior to the freeze date to 30 years, not to exceed 1.00. All other participants who were formerly participants in merged plans receive monthly benefits based on years of credited service prior to the freeze date multiplied by a percentage of compensation or a specified dollar amount dictated in the applicable collective bargaining agreements associated with the merged Plans. Early retirement is available for participants with minimum age or service requirements, or a combination of both, as outlined in the Plan document. Early retirement benefits for participants are generally equal to the accrued normal retirement benefit reduced by a percentage for each month prior to normal retirement age or another age as specified in the Plan document.

Disability Benefits - Disability benefits are available to participants of certain merged plans. Participants who become permanently and totally disabled and have met minimum service requirements, as outlined in the Plan document, may be eligible to receive these benefits.

Plan Termination Priorities - The Plan was established as a permanent program, and the Company expects to continue the Plan as long as necessary to pay accumulated plan benefits. However, the Company reserves the right to terminate the Plan, in whole or in part, at any time as prescribed by the Board of Directors of Dana Holding Corporation, the Company's parent.

Upon the complete termination of the Plan, the assets then remaining in the Plan, after providing for the expenses of the Plan, would be allocated (to the extent that they are sufficient) for the purpose of providing benefits that have accrued to participants or their beneficiaries as of the date of such termination, in a manner that is consistent with the order of precedence prescribed by Section 4044 of ERISA.

Any assets remaining in the fund because of variations in actual experience from actuarial estimates, after the complete satisfaction of all liabilities under the Plan in accordance with the preceding paragraph, would revert to the Company.

DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

NOTE 1 - DESCRIPTION OF PLAN (Continued)

Plan Termination Priorities (Continued)

Certain benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Generally, the PBGC guarantees most vested normal-age retirement benefits, early retirement benefits, and certain disability and survivor's benefits. However, the PBGC does not guarantee all types of benefits under the Plan and the amount of benefit protection is subject to certain limitations. Vested benefits under the Plan are guaranteed at the level in effect on the date of the Plan's termination, subject to a statutory ceiling on the amount of an individual's monthly benefit. Should the Plan terminate, the payment of certain benefits not covered by the PBGC would depend on the sufficiency of the Plan's assets.

Party-in-Interest Expenses - Administrative fees and expenses relating to PBGC insurance premiums and services provided by Northern Trust Company (the Trustee), investment managers, administrative service providers and auditors are generally borne by the Plan. Expenses allocated to the Plan were \$10,545,586 in 2011 and \$10,021,401 in 2010, including \$8,034,063 in 2011 and \$7,044,175 in 2010 paid to parties-in-interest. Other expenses, including fees for other professional services, are paid by the Company.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting - The accounts of the Plan are maintained on a modified cash basis of accounting; consequently, certain additions to plan assets are recognized when received rather than when earned and deductions from plan assets are recognized when paid rather than when the obligation is incurred.

Trust Agreement - The Plan assets, along with the assets of three other Company pension plans, are held by the Trustee in the Dana Master Pension Trust (the Master Trust). The assets of the participating plans have been commingled in the Master Trust for investment purposes only. Employer contributions, benefit payments and certain administrative expenses are identified with each respective participating plan whereas earnings and administrative expenses not specifically related to each plan are allocated proportionately to the participating plans by the Trustee on the basis of their relative dollar value investment in the Master Trust.

Contributions - Minimum required contributions to the Plan are based upon valuations performed by an independent actuary. The Pension Protection Act (PPA) determines minimum required contributions as the sum of (a) value of benefits earned during the year, (b) expected administrative expenses paid from the trust during the year, and (c) an amortization of any unfunded obligation over seven years. Contributions are recorded when received by the Trustee.

Benefit Payments - Benefit payments to participants or their beneficiaries are recorded when paid.

DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Valuation of Investments and Income Recognition - The Master Trust's investments are stated at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Master Trust utilizes fair value measurements to record fair value adjustments to its investments and to determine fair value disclosures. Equity securities, collective trust funds, hedge funds, U.S. government and agency securities, state and local bonds, corporate debt instruments, foreign government bonds, registered investment companies, core real estate investment funds, partnership/joint venture interests and options are recorded at fair value on a recurring basis.

Swap liabilities and, through March 2011, cash collateral held under securities loan agreements and the securities lending collateral liability are recorded at fair value on a recurring basis. There were no other assets or liabilities measured at fair value at December 31, 2011 or 2010.

Net investment income of the Master Trust includes interest, dividends and distributions received on such investments as well as net realized and unrealized gains and losses on such investments bought and sold as well as held during the year. Investment income of the Master Trust is recorded when earned. Dividend income is recorded on the ex-dividend date.

Fair Value Measurements - The Master Trust classifies its assets and liabilities at fair value in three levels based on the markets in which the assets and liabilities are traded and the reliability of the assumptions used to determine fair value. Level 1 refers to items valued using quoted prices in active markets for identical assets and liabilities. Level 2 refers to items not traded in an active market but for which observable market inputs are readily available. Level 3 refers to items valued based on significant unobservable inputs. See Note 3 for further information regarding fair value of the Master Trust's assets and liabilities.

Securities Lending - Through March 2011, the Master Trust participated in a securities lending program administered by the Trustee. In a securities lending transaction, the Master Trust transferred possession of the security to a borrower who, in turn provided collateral to the Master Trust as security for the loan. The collateral consisted of cash or other approved securities and was recorded as an asset by the Master Trust, with an offsetting liability to reflect the obligation to return the collateral when the security was returned. The collateral maintained was generally at least 102% of the fair value of the loaned securities. The Master Trust continued to earn income on the loaned security. The Master Trust and the Trustee received a portion of the income generated by the collateral.

At December 31, 2010, securities with a fair value of \$87,480,338 were on loan to various borrowers, and collateral with a fair value of \$89,374,562 was held by the Master Trust. In 2011 and 2010, the Master Trust earned income of \$28,084 and \$558,300, respectively, and incurred expenses, included in the Master Trust's administrative fees and expenses, of \$8,405 and \$391,983, respectively, from its participation in the securities lending program.

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DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Tax Status - The Internal Revenue Service (the IRS) has determined and informed the Company, by a letter dated March 19, 1998, that the Plan is designed in accordance with Section 401(a) of the Internal Revenue Code (the IRC) and is exempt from federal income taxes under Section 501(a) of the IRC. The Plan has been amended since the date of the determination letter. The Company filed an application with the IRS in February 2002 for a new determination letter for the Plan, but the IRS has not yet issued the new determination letter as a result of the administrative hold the IRS has placed on IRS determination letter rulings for cash balance plans. The IRS' hold on processing determination letter requests for cash balance plans had been imposed in light of mounting questions (including in numerous class action lawsuits) about the legality of hybrid plans and possible regulatory or legislative action to address the issues. In light of the legislative validation of hybrid plans under the PPA, the IRS lifted the determination letter moratorium. The Company filed a determination letter request with the IRS for the Plan on January 31, 2011 but has not received a response from the IRS. However, the plan administrator believes that the Plan is currently designed and being operated in compliance with the applicable requirements of the IRC and that the Plan is qualified and the related trust is tax exempt. Therefore, no provision for income taxes has been recorded in the Plan's financial statements.

Plan management is required to evaluate income tax positions taken by the Plan and recognize a liability if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the IRS. The Plan is subject to routine audits by the IRS; however, there are currently no audits for any tax periods in progress. Generally, the Plan is no longer subject to income tax examinations for years prior to 2008 under the IRS three-year statute of limitations.

Risks and Uncertainties - The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investments and the level of uncertainty related to changes in the values of these investments, it is at least reasonably possible that changes in values of investments will occur in the near term and that these changes could materially affect the amounts reported in the Plan's financial statements.

Subsequent Events - The plan administrator has evaluated subsequent events for recognition or disclosure in the financial statements through October 11, 2012, the date the financial statements were available to be issued.

Estimates and Assumptions - The preparation of financial statements in conformity with the modified cash basis of accounting requires the plan administrator to make estimates and assumptions that affect the recorded amounts of assets, liabilities and changes therein, the disclosure of contingent assets and liabilities, and the actuarial present value of accumulated plan benefits at the date of the financial statements. Accordingly, actual results could differ from those estimates.

Plan contributions are made and the actuarial present value of accumulated plan benefits is reported based on certain actuarial assumptions pertaining to interest rates, inflation rates and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near term could be material to the financial statements.

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DANA RETIREMENT PLAN
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FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

NOTE 3 - MASTER TRUST INFORMATION

The Master Trust includes the net assets of four pension plans sponsored by the Company. The Master Trust is administered under the supervision of the Board of Directors of Dana Holding Corporation which has appointed the Investment Committee to oversee the administration of the investments. The Investment Committee executes this duty by appointing the Trustee of the Master Trust and various investment managers to direct the Master Trust's investments. The Plan's interest in the Master Trust represents 69.17% and 68.51% of the net assets of the Master Trust at December 31, 2011 and 2010, respectively.

The following investments represent 5% or more of the net assets of the Master Trust as of either December 31:

	<u>2011</u>	<u>2010</u>
Prudential U.S. Long Duration Corporate Bond Fund	\$ 186,791,983	\$ 160,711,829
Northern Trust Global Investments Collective Government Short-Term Investment Fund	33,816,102	86,835,730
Blackrock Russell 1000 Growth No Load Fund	76,532,366	74,557,922
Marathon-London International Group Trust	71,253,617	79,273,614
Pyramis Select International Equity Commingled Pool	54,653,001	80,359,138

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DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

NOTE 3 - MASTER TRUST INFORMATION (Continued)

The following presents the net assets available for benefits of plans participating in the Master Trust as of December 31:

	<u>2011</u>	<u>2010</u>
Assets		
Investments, at fair value		
Equity securities	\$ 126,880,363	\$ 102,522,183
Collective trust funds	524,926,669	588,256,894
Hedge funds	73,185,534	77,504,401
U.S. government and agency securities	353,116,938	254,918,347
Corporate debt instruments	355,604,655	290,291,882
State and local bonds	15,828,855	12,354,324
Foreign government bonds	1,728,869	1,271,586
Registered investment companies	-	1,509,056
Core real estate investment funds	36,308,743	18,381,680
Partnership/Joint venture interests	246,185	108,567
Options	1,899,204	-
Interest-bearing cash	4,053,773	4,493,703
Securities on loan		
Equity securities	-	33,529,739
U.S. government and agency securities	-	34,346,094
Corporate debt instruments	-	19,604,505
	<u>-</u>	<u>87,480,338</u>
Total Investments	1,493,779,788	1,439,092,961
Cash collateral held under securities loan agreements, at fair value	-	89,374,562
Receivables		
Interest and dividends	6,999,924	6,937,029
Securities sold not settled	<u>11,459,560</u>	<u>25,010,240</u>
Total Receivables	18,459,484	31,947,269
Noninterest-bearing cash	139,542	1,981,313
Other	<u>417,000</u>	<u>211,292</u>
Total Assets	1,512,795,814	1,562,607,397
Liabilities		
Securities purchased not settled	13,774,942	16,805,504
Swap liabilities	847,688	-
Other Liabilities	984,954	-
Securities lending collateral liability	<u>-</u>	<u>89,374,562</u>
Net Assets Available for Benefits	<u>\$ 1,497,188,230</u>	<u>\$ 1,456,427,331</u>

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DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

NOTE 3 - MASTER TRUST INFORMATION (Continued)

The following presents the changes in net assets available for benefits of plans participating in the Master Trust for the years ended December 31:

	<u>2011</u>	<u>2010</u>
Additions to Assets Attributed to		
Investment income		
Net realized and unrealized gains (losses) on		
investments	\$ 126,391,998	\$ 142,588,820
Interest	31,806,858	28,059,393
Dividends and distributions	7,199,871	6,850,388
Swap income	1,081,916	102,858
Securities lending program	28,084	558,300
Other	<u>241,624</u>	<u>33,110</u>
Net Investment Income	166,750,351	178,192,869
Employer contributions	<u>29,874,000</u>	<u>50,000,000</u>
Total Additions	196,624,351	228,192,869
Deductions from Assets Attributed to		
Benefit payments	140,931,228	158,806,557
Administrative fees and expenses	<u>14,932,224</u>	<u>14,041,602</u>
Total Deductions	<u>155,863,452</u>	<u>172,848,159</u>
Change in Net Assets Available for Benefits	40,760,899	55,344,710
Net Assets Available for Benefits at Beginning of Year	<u>1,456,427,331</u>	<u>1,401,082,621</u>
Net Assets Available for Benefits at End of Year	<u>\$ 1,497,188,230</u>	<u>\$ 1,456,427,331</u>

The net realized and unrealized gains (losses) on the Master Trust's investments consisted of the following for the years ended December 31:

	<u>2011</u>	<u>2010</u>
Equity securities	\$ (2,843,411)	\$ 34,026,119
Collective trust funds	(10,263,760)	50,491,562
Hedge funds	(4,318,867)	4,902,967
U.S. government and agency securities	103,412,360	36,259,697
Corporate debt instruments	21,742,799	15,323,474
State and local bonds	2,487,274	(519,425)
Foreign government bonds	57,539	43,260
Registered investment companies	118,018	453,387
Core real estate investment funds	3,158,920	1,132,659
Partnership/Joint venture interests	604,769	(653,961)
Swaps and other liabilities	11,191,261	-
Options	1,037,975	-
Foreign currencies	<u>7,121</u>	<u>1,129,081</u>
	<u>\$ 126,391,998</u>	<u>\$ 142,588,820</u>

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DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

NOTE 3 - MASTER TRUST INFORMATION (Continued)

Net realized and unrealized gains (losses) on investments whose fair values have been measured by quoted prices in active markets are as follows for the years ended December 31:

	<u>2011</u>	<u>2010</u>
Equity securities	\$ (2,546,239)	\$ 33,950,680
Registered investment companies	118,018	453,387
Core real estate investment funds	41,974	86,887
Partnership/Joint venture interests	<u>-</u>	<u>(4,585)</u>
	<u>\$ (2,386,247)</u>	<u>\$ 34,486,369</u>

On January 29, 2009, the Dana Holding Corporation Investment Committee et al. filed a lawsuit against Northern Trust Company, Mellon Bank and Provident Investment Counsel, Inc. (Provident), a fund manager under the Master Trust, for losses incurred as a result of Provident inaccurately characterizing certain stock positions. This litigation was settled in 2009 with the Master Trust receiving a payment of \$6,500,000 in cash from the defendants and a reduction of fees from the Trustee in the amount of \$250,000 for both 2010 and 2011. The fee reductions are reflected as a reduction of administrative fees and expenses.

Fair Value Measurements

The Master Trust has classified its investments as follows:

Level 1 Fair Value Measurements: The fair values of common stock equity securities, registered investment companies, certain core real estate investment funds and certain partnership/joint venture interests are based on closing prices reported in the active markets in which the investments are traded.

Level 2 Fair Value Measurements: The fair value of preferred stock equity securities are not quoted in an active market but priced according to bids received by industry vendors. The fair value of collective trust funds and hedge funds, which are not traded in an active market, are determined based on the fair value of the underlying net assets of the funds. The fair value of U.S. government and agency securities, state and local bonds, foreign government bonds and most corporate debt instruments are based on yields currently available for comparable securities. The fair value of foreign currencies is based on exchange rates provided by industry vendors. The fair value of cash collateral held under the securities loan agreements has been determined to approximate the reported redemption values of \$1.00 per unit.

Level 3 Fair Value Measurements: The fair values of certain corporate debt instruments are based on bid evaluations provided by industry vendors. The fair values of certain core real estate investment funds are based on net asset values provided by the fund managers. The fair values of certain partnership/joint venture interests are determined by a third party or general partners of the partnerships based on expected future cash flows from these investments.

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DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

NOTE 3 - MASTER TRUST INFORMATION (Continued)

The tables below present, by level within the fair value hierarchy, the recorded amounts of the Master Trust investments as of December 31, 2011 and 2010, measured at fair value on a recurring basis.

December 31, 2011 (in thousands of dollars)				
	Fair Value	Level 1	Level 2	Level 3
Equity securities				
Broadcasting and publishing	\$ 9,061	\$ 9,061	\$ -	\$ -
Business services	8,936	8,936	-	-
Consumer goods	17,026	17,020	6	-
Electronics	5,427	5,420	7	-
Energy	5,330	5,330	-	-
Financial services	13,843	13,843	-	-
Food and household products	10,674	10,674	-	-
Health	9,095	9,095	-	-
Leisure and tourism	11,101	10,854	247	-
Machinery	4,949	4,949	-	-
Real Estate	1,638	1,583	55	-
Technology	9,241	9,241	-	-
Telecommunications	3,464	3,464	-	-
Utilities	5,471	5,471	-	-
Other	<u>11,624</u>	<u>11,624</u>	<u>-</u>	<u>-</u>
	126,880	126,565	315	-
Collective trust funds	524,927	-	524,927	-
Hedge funds	73,185	-	73,185	-
U.S. government and agency securities	353,117	-	353,117	-
Corporate debt instruments				
A – AAA rated	252,668	-	252,668	-
B – BBB rated	91,164	-	91,164	-
C – CCC rated	4,378	-	4,378	-
Not rated	<u>7,395</u>	<u>-</u>	<u>7,395</u>	<u>-</u>
	355,605	-	355,605	-
State and local bonds	15,829	-	15,829	-
Foreign government bonds (A-AAA rated)	1,729	-	1,729	-
Core real estate investment funds	36,309	-	-	36,309
Partnership/Joint venture interests	246	-	-	246
Options	<u>1,899</u>	<u>-</u>	<u>1,899</u>	<u>-</u>
Total Assets at Fair Value	<u>\$ 1,489,726</u>	<u>\$ 126,565</u>	<u>\$ 1,326,606</u>	<u>\$ 36,555</u>
Liability - Swaps	<u>\$ 848</u>	<u>\$ -</u>	<u>\$ 848</u>	<u>\$ -</u>

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DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
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NOTE 3 - MASTER TRUST INFORMATION (Continued)

December 31, 2010 (in thousands of dollars)				
	Fair Value	Level 1	Level 2	Level 3
Equity securities				
Broadcasting and publishing	\$ 10,746	\$ 10,746	\$ -	\$ -
Business services	9,093	9,093	-	-
Consumer goods	14,025	14,025	-	-
Electronics	7,673	7,673	-	-
Energy	8,923	8,923	-	-
Financial services	16,109	16,109	-	-
Food and household products	10,085	10,085	-	-
Health	9,577	9,577	-	-
Leisure and tourism	4,784	4,784	-	-
Machinery	7,269	7,269	-	-
Technology	9,767	9,767	-	-
Telecommunications	7,757	7,757	-	-
Utilities	8,250	8,250	-	-
Other	11,994	11,815	179	-
	136,052	135,873	179	-
Collective trust funds	588,257	-	588,257	-
Hedge funds	77,504	-	77,504	-
U.S. government and agency securities	289,264	-	289,264	-
Corporate debt instruments				
A – AAA rated	227,014	-	227,014	-
B – BBB rated	65,637	-	64,251	1,386
C – CCC rated	4,569	-	4,569	-
Not rated	12,676	-	11,154	1,522
	309,896	-	306,988	2,908
State and local bonds	12,354	-	12,354	-
Foreign government bonds (A-AA rated)	1,272	-	1,272	-
Registered investment companies	1,509	1,509	-	-
Core real estate investment funds	18,382	999	-	17,383
Partnership/Joint venture interests	109	-	-	109
Cash collateral held under securities loan agreements	89,375	-	89,375	-
Total Assets at Fair Value	<u>\$ 1,523,974</u>	<u>\$ 138,381</u>	<u>\$ 1,365,193</u>	<u>\$ 20,400</u>
Securities Lending Collateral Liability	<u>\$ 89,375</u>	<u>\$ -</u>	<u>\$ 89,375</u>	<u>\$ -</u>

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DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
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NOTE 3 - MASTER TRUST INFORMATION (Continued)

The following is a summary of changes in the Master Trust's investments measured at fair value using Level 3 inputs, for the years ended December 31:

2011			
(in thousands of dollars)			
	Partnership/ Joint Venture Interests	Corporate Debt Instruments	Core Real Estate Investment Funds
Balance at Beginning of Year	\$ 109	\$ 2,908	\$ 17,383
Purchases of investments	-	-	15,884
Proceeds from liquidation of investments	(47)	(2,264)	(527)
Net realized and unrealized gains (losses)	184	(4)	3,569
Transfer to Level 2	-	(640)	-
Balance at End of Year	<u>246</u>	<u>\$ -</u>	<u>\$ 36,309</u>
The amount of total net realized and unrealized gains (losses) attributable to investments still held at the reporting date	<u>\$ 184</u>	<u>\$ -</u>	<u>\$ 3,569</u>

2010			
(in thousands of dollars)			
	Partnership/ Joint Venture Interests	Corporate Debt Instruments	Core Real Estate Investment Funds
Balance at Beginning of Year	\$ 760	\$ 867	\$ -
Purchases of investments	-	1,981	16,355
Proceeds from liquidation of investments	(200)	-	(9)
Net realized and unrealized gains (losses)	<u>(451)</u>	<u>60</u>	<u>1,037</u>
Balance at End of Year	<u>\$ 109</u>	<u>\$ 2,908</u>	<u>\$ 17,383</u>
The amount of total net realized and unrealized gains (losses) attributable to investments still held at the reporting date	<u>\$ (453)</u>	<u>\$ 43</u>	<u>\$ 1,037</u>

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DANA RETIREMENT PLAN
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

NOTE 3 - MASTER TRUST INFORMATION (Continued)

Two corporate debt instruments were transferred from Level 3 in the fair value hierarchy to Level 2. This transfer occurred due to the securities being valued by a boutique vendor in 2010, and by a qualified pricing service in 2011.

The following is a description of the investment strategies for investments recorded at net asset value at December 31, 2011 and 2010:

Collective Trust Funds: These funds invest in a wide variety of investment categories including equities and fixed income securities with the goal of providing growth and offsetting changes in the value of the plans' benefit obligations due to changes in interest rates.

Hedge Funds: These investments include many different underlying hedge funds focusing on a bottom-up approach selecting top quality hedge fund managers. These investments are part of the return-seeking diversified pool of assets for the purpose of generating an incremental return with an acceptable level of risk.

Core Real Estate Investment Funds: These funds invest in stabilized, income-flowing properties using primarily commingled fund vehicles. These investments are part of the return-seeking diversified pool of assets for the purpose of generating an incremental return with an acceptable level of risk.

NOTE 4 - INFORMATION CERTIFIED BY THE TRUSTEE

The Plan interest in Dana Master Pension Trust of \$1,035,572,845 and \$997,811,293 at December 31, 2011 and 2010, respectively, and the net investment income thereon of \$114,943,563 in 2011 and \$120,196,678 in 2010 included in these financial statements has been certified to be complete and accurate or derived from information certified to be complete and accurate by the Trustee in accordance with Section 2520.103-5 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA and were not audited by independent auditors.

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DANA RETIREMENT PLAN
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NOTE 5 - ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

Accumulated plan benefits consist of those future benefit payments attributable, in accordance with the Plan provisions, to participants credited with service through their applicable freeze dates. These accumulated benefits are expected to be paid to retired or terminated vested participants or their surviving spouses, or presently eligible participants or their surviving spouses. Future estimated plan benefits used to measure accumulated plan benefits include amounts payable in the event of retirement, death, disability or termination of employment to the extent they are deemed attributable to credited service through the applicable freeze dates.

The Company utilizes the services of an independent actuary to determine the actuarial present value of accumulated plan benefits. The actuarial present value of accumulated plan benefits is the amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money and the probability of payment between the valuation date and the estimated date of payment.

The following is a summary of significant actuarial methods and assumptions used in the calculation of the accumulated plan benefit information as of and for the year ended December 31, 2010 (most recent information available):

Actuarial Cost Method - Projected unit credit.

Rates of Mortality - Based upon the RP 2000 projected to seven years from valuation date with Scale AA adjusted for blue and white collar participants.

Rates of Turnover and Disability - Based upon actual experience.

Retirement Age - Based upon age stated in the Plan agreement and actual experience.

Valuation Interest Rate - 7.50%

All actuarial methods and assumptions used in 2010 were consistent with those used in 2009. The actuarial assumption changes in the statements of changes in accumulated plan benefits represent the use of the updated mortality table that includes an additional year of projected mortality improvements.

Assumptions and Methods for Contribution Purposes

Actuarial Assumptions and Methods – Contributions

As of December 31, 2006, the following plans were merged into the Dana Retirement Plan (Plan 001): 006, 008, 026, 027, 028, 029, 033, 034, 040, 044, 048, 062, 078, 115, 124, 126, 127, 130, 131, 133 and 134. Where applicable, the following section still references the old plan names/numbers.

As of December 31, 2008, the following plans were merged into the Dana Combined Hourly Employees Pension Plan (Plan 003): 005, 113, 118, and 129. Where applicable, the following section still references the old plan names/numbers.

Economic Assumptions

(a) Funding interest rate basis

- Yield curve basis IRS-prescribed 24-month average segment rates
- Applicable month September based on bond yields through the preceding August
- Transition from current liability rates No
- Effective Interest Rate
 - Plan 001 6.21%
 - Plan 003 6.14%
 - Plan 015 6.22%

Demographic Assumptions

(a) Mortality - non-disabled Separate rates for non-annuitants (based on RP-2000 projected 15 years from the valuation date) and annuitants (based on RP2000 projected 7 years from the valuation date).

(b) Mortality – disabled CashPlus (Plan 001, excluding UAW) and Wix (Plan 062) have no disability mortality. All other plans use the non-disabled mortality.

(c) Termination Annual rate per 1000 participants

<u>Service</u>	<u>CashPlus (001)</u>	<u>DAAG (124)</u>	<u>High Subsidy (Plans 003, 004, 005, 034, 040)</u>	<u>Moderate Subsidy (015, 118)</u>
2	195.7	230.0	70.2	135.2
7	114.1	140.0	32.5	55.8
12	81.6	90.0	20.7	37.4
17	60.6	50.0	15.5	33.9
22	44.0	30.0	10.5	25.2
27	32.2	30.0	10.2	13.6

Demographic Assumptions (continued)

(d) Disability CashPlus (Plan 001, excluding UAW) - No incidence of disability is assumed

DAAG (Plan 124)

Salaried Participants

Rates based on a graphical graduation of disablement rates under group long-term disability insurance contracts as published in the transactions, Society of Actuaries, 1972 Reports of Mortality and Morbidity Experience.

Hourly Participants

150% of the rates assumed for the Salaried participants

Combined Hourly (Plan 003), Fort Wayne(Plan 001 formerly Plan 004), Syracuse (Plan 034)

Sample disability rates up to age 46 in the table below. No disability is assumed after age 46.

<u>Age</u>	<u>Rate of Disability (Per 1,000 participants)</u>	
	<u>Male</u>	<u>Female</u>
25	0.85	1.09
30	0.99	1.40
35	1.24	2.01
40	1.76	2.76
45	2.94	4.00

(e) Retirement age Active Participant Retirement Assumptions Annual Rate per 1,000 Employees

High Subsidy (Plans 003, 004, 005, 034, 040)

<u>Age</u>	<u><30 YOS</u>	<u>30-31 YOS</u>	<u>32+ YOS</u>	<u>Moderate Subsidy (Plans 015, 118)</u>	<u>Salaried – Low Subsidy (Plans 001, 124)</u>
50-54	N/A	150	75	20	20
55-56	50	275	150	50	30
57-59	75	275	150	75	30
60-61	150	275	150	150	100
62	300	300	300	300	300
63-64	150	150	150	150	150
65	750	750	750	750	750
66-69	500	500	500	500	500
70	1000	1000	1000	1000	1000

Deferred Vested In general, assumed to retire at normal retirement age of 65.

Demographic Assumptions (continued)

(f) Form of Payment

<u>Plan</u>	<u>Form of Payment</u>
Berwick (029), Ecorse (028), Ford Wayne (004), Hyco Factory (044), Marion (005), Spicer (003), Syracuse (034), UAW Master (033), Weatherhead Factory (040)	For those single, a life annuity. For those married, 95% of the retirement income payable to the employee during his lifetime with 60% of such reduced amount payable to his surviving spouse after his death.
Reading (006), Combined Hourly (003)	For those single, a life annuity. For those married, 100% of the retirement income payable to the employee during his lifetime with 60% of such reduced amount payable to his surviving spouse after his death.
Hillsdale (026), Rochester (115)	For those single, a life annuity. For those married, 95% of the retirement income payable to the employee during his lifetime with 55% of such reduced amount payable to his surviving spouse after his death.
Montgomery (027), Robinson (015), Everflex (078), Hohenwald (048), Pueblo (008), Henderson Plant (118), St. John's (113), Brake Systems Inc.(127), PTG (129)	For those single, a life annuity. For those married, an actuarially reduced amount of the retirement income payable to the employee during his lifetime with 50% of such reduced amount payable to his surviving spouse after his death.
Dana Corporate (001)	Lump sum
Wix (062) Terminated vested, deferred disabled	10 year certain and life. Single life annuity with REA benefits

(g) CPI increases Not applicable

(h) Interest credit on retirement plan account balances 5.0% per year.

(i) Expenses Expenses included in the Funding Target Normal Cost include: PBGC premiums, benefit administration fees, audit fees, and trust eligible actuarial fees.

(j) Special at-risk assumptions For at-risk calculations, all active employees eligible to elect benefits during the current and subsequent ten plan years are assumed to commence benefits at the earliest possible date under the plan, but not before the end of the current plan year.

Demographic Assumptions (continued)

(k) Layoff

Hourly Plans

Participants on temporary layoff were valued as 40% with a deferred benefit using interest and mortality decrement only with 60% treated as active employees. Participants who are on permanent layoff status were valued as active with no future services accruals.

Salary Plans

Participants who are on layoff status were valued as actives with no future service accruals.

(l) Shutdown

Provisions for Future Shutdowns

Should a plan shutdown occur and a plan's shutdown benefits become payable and/or a significant number of early retirements occur, there would be significant changes in the plan's financial conditions, affecting cash flow as well as present values. Actuarial techniques which are practical for establishing the cost of other types of pension benefits are not applicable to group termination benefits, because a practical provision for the occurrence cannot be determined. Therefore, this actuarial valuation contains no numeric measurement of the potential costs of such shutdown benefits. The fact that shutdown benefits can have a significant effect on the financial conditions has been borne out by earlier work performed for Dana Corporation.

Locations Currently Shutdown

For plans with shutdown locations, eligible plan participants will receive special early retirement benefits attributable to the shutdown. If the participant is subsequently re-employed by Dana Corp., the special early retirement benefits are forfeited.

If applicable, this actuarial valuation assumes that participants eligible to receive special early retirement benefits do so unless data supplied by Dana indicates they have been transferred to another position within Dana. They are treated as terminated vested participants and are assumed to commence benefits at the earliest, most valuable age.

Actuarial Methods

- (a) Actuarial Cost Method Present value of Accrued benefits
- (b) Actuarial Value of Fair market value as of the valuation date including discounted contributions receivable for the prior plan year.
- (c) Benefits Not Valued All benefits described in the Plan Provisions section of this report were valued except for the lookback provision in CashPlus (Plan 001) and special benefits granted under plant closings or work-force reductions at certain on-going locations. Towers Watson is unaware of any event which has occurred that would trigger these special benefits for plant closings or work-force reductions, except where noted. The cost for these benefits will be recognized in the valuation after the triggering event occurs in accordance with SFAS No. 88 (financial reporting) and IRC (funding) requirements.

Data Sources

Participant Data: Dana Holding Corporation, their administrator, and the plans Trustee provided asset information. Towers Watson is aware of no potential material biases due to imperfect data. Towers Watson checked the data for reasonableness and consistency, but no audit was performed. While it is possible that future data corrections could have a material impact on results, we believe the data provided were sufficient for reasonable valuation results, and we are aware of no errors or omissions that would have a significant effect on the results of our calculations.

Changes in Methods and Assumptions since Prior Year

Since the prior valuation, the following assumptions have been changed:

- * Interest rates were changed to the IRS-prescribed 24-month average segment rates with applicable month September based on bond yields through the preceding August (3.78%, 6.31%, and 6.57%) as provided under the Pension Protection Act of 2006.
- * The required mortality table used to calculate the funding target and target normal cost was updated to include one additional year of projected mortality improvements.

SUMMARY OF PLAN PROVISIONS

As of December 31, 2006, the following plans were merged into the Dana Retirement Plan (Plan 001): 006, 008, 026, 027, 028, 029, 033, 034, 040, 044, 048, 062, 078, 115, 124, 126, 127, 130, 131, 133 and 134. Where applicable, the following section still references the old plan names/numbers.

SUMMARY OF PLAN PROVISIONS

A. Retirement Plan - Summary of Plan Provisions

1. Effective Date of Plan: January 1, 1942. Amended and restated effective January 1, 2002.
Last Amended June 30, 2007.
2. Adoption Date: Date employer adopted the Plan.

Retirement Income Plan: June 30, 1988.

Weatherhead Salaried Plan, Hyco Salaried Plan, Weatherhead General Plan, Boston Industrial Products, Spicer Salaried Plan and Racine Salaried: December 31, 1988.

Sarasota Hourly Plan: March 31, 1989.

PTD Pension Plan, Gresen Salaried Plan, Tyrone Salaried Plan, Warner Uniform Salaried Plan, PSI Hourly Plan, Alcoils' Hourly Plan and Marengo Hourly Plan: December 31, 1989.

Warner Control Techniques: December 31, 1991.

Superior Electric and Plumley Rubber: December 31, 1995.

Transferred Eaton Employees: January 1, 1998.
3. Plan Year: The 12 consecutive months beginning with January 1 and ending December 31.
4. Entry Date: January 1 or July 1.
5. Eligibility to Participate:
 - A. Participants in the aforementioned plans on the respective Adoption Dates were eligible to become Participants on such Adoption Date.
 - B. Each part-time Employee who completes 1,000 hours of service during the 12 month period beginning on his original date of hire or during any Plan Year shall become a Participant on the first Entry Date following the expiration of such 12 month period or Plan Year. Entry Dates are January 1 and July 1.
 - C. Each individual not described in A) or B) above shall become a Participant as of the later of:
 1. The January 1 following the date on which his first period of employment with the Company commenced.
 2. The date on which he becomes an Employee.
6. Definitions:
 - A. Account The present value of an Employee's or Former Employee's undistributed accrued benefit or projected benefit under the Plan.
 1. Accrued Benefit Account: The present value of the accrued benefit under the Plan as of the Adoption Date.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

2. **Supplemental Benefit Account:** The present value of the projected supplemental benefit under the Plan as of the Adoption Date. Supplemental Benefits are special benefits designed to reproduce what the participants would have received under the prior plan.
3. **Future Service Account:** The present value of the benefit that has accrued under the Plan since the Adoption Date (or, if later, the date he first became a Participant).
4. **Earned Benefit Account:** The sum of the Participant's Accrued Benefit Account and the Future Service Account, and the product of the Supplemental Benefit Account times the ratio of Credited Service after July 1, 1988 to the number of years and months from July 1, 1991 to the Normal Retirement Date. The ratio dates apply to Participants from the Retirement Income Plan. For Plans whose Adoption Date is December 31, 1988, the ratio becomes Credited Service from January 1, 1989 to the number of years and months from January 1, 1992 to the Normal Retirement Date, and similarly for later Adoption Dates.
5. **Ancillary Benefit Account:** The present value of the ancillary benefit under the Plan as of the Adoption Date.

- B. **Earnings:** An Employee's Basic salary paid by an Employer in any Plan Year plus overtime, bonuses and incentive payments, but not to exceed \$160,000.
- C. **Vesting Service:** An Employee's total service with the Company, including all periods of employment, whether continuous or not. It shall be the period of time, expressed in years and months, between the date on which an Employee first performs any service for the Company and the earlier of:

1. The date the Employee resigns, retires, is discharged or dies.
2. The first anniversary of the first date in a period of continuous absence for any reason other than resignation, retirement, discharge or death.

- D. **Credited Service:** Means Vesting Service, except that Credited Service shall include a Participant's period of temporary layoff and leave of absence. Credited Service shall not include service that an individual completed while he was a part-time or leased employee and was ineligible to participate in the Plan

- E. **Normal Retirement Date:** The first day of the month coincident with or next following his 65th birthday.

- F. **Early Retirement Date:** Attainment of age 50 and completion of at least 10 years of Vesting Service and the sum of age and Vesting Service equals 70 or more.

- G. **Postponed Retirement Date:** If Employee remains actively employed by the Company after his Normal Retirement Date, he shall be eligible to retire on the first day of any month.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

H. Eligibility for Vested Deferred

Retirement Benefit: If an Employee terminates employment with the Company for any reason prior to attainment of Normal Retirement Age or completion of 5 years of Vesting Service, he shall have no right to any benefit under the Plan. If the Employee terminates employment after completion of 5 or more years of Vesting Service but before his Normal or Early Retirement Date, he shall be entitled to a benefit from the Plan.

7. Amount of Retirement Benefit:

- A. The Accrued Benefit Account, the Ancillary Benefit Account, and the Supplemental Benefit Account balances shall be initially determined as of the Adoption Date.
- B. At the end of each Plan Year beginning after the Adoption Date, an Active Participant's Future Service Account shall be credited with the following percentage of the Earnings that the Participant received in such Plan Year:

Percentage of Earnings Credit

<u>Full Years of Credited Service at the Beginning of the Plan Year</u>	<u>Earnings up to 1/4th of the Maximum Taxable Social Security <u>Wage Base</u> for the Plan Year</u>	<u>Earnings over 1/4th of the Maximum Taxable Social Security <u>Wage Base</u> for the Plan Year</u>
0 to 4	1.5%	3.0%
5 to 9	1.9%	3.8%
10 to 14	2.5%	5.0%
15 to 19	3.1%	6.2%
20 to 24	4.0%	8.0%
25 to 29	5.0%	10.0%
30 or more	6.4%	12.8%

No credits shall be made to the Future Service Account for the Plan Year in which an Employee is first employed by the Company or for any year in which a part-time employee completes fewer than 1,000 Hours of Service.

- C. At the end of each Plan Year, each Employee's or Former Employee's Accounts shall be increased by 5% of the account balance at the beginning of the Plan Year.
- D. For Pilots, the Accrued Benefit Account, the Supplemental Benefit Account, and the Future Service Account are adjusted by 155%.
- E. The accrued benefit for prior Eaton Participants has a minimum benefit based on prior plan frozen benefits.
- F. Benefit accruals cease June 30, 2007 for non-union participants and February 1, 2008 for union participants.

8. Lookback Provision: Upon termination from the Plan, a Participant's Future Service Account will be the maximum of his future Service Account and that which the Participant would have earned had the Participant earned the same Final Average Earnings, but with pay raises of exactly 5 percent per year, projected backwards through the year in which the Participant first earned a future service credit.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

9. Credit While Disabled: An Employee who becomes entitled to benefits under a Company sponsored short-term disability plan, long-term disability plan, or income protection plan shall continue to accrue benefits under the Plan, and to earn Vesting and Credited Service during any period in which he is entitled to benefits from such other plan. Credits to the individual's Future Service Account shall be based on the basic salary at the rate last in effect.
10. Normal, Early and Postponed Retirement Benefits: The value of the Earned Benefit Account and the Ancillary Benefit Account as of retirement.
11. Vested Deferred Retirement Benefit: The value of the Earned Benefit Account as of termination.
12. Survivor Benefit: If the participant had attained Normal Retirement Age or completed five years of Vesting Service prior to his death, his Spouse shall receive the value of the Participant's Earned Benefit Account.
13. Form of Benefit Normal form of benefit: Increasing life annuity
Optional forms of benefit:

<u>Option</u>	<u>Conversion Basis</u>
Life Annuity	UP84 Unisex, 120% PBGC rate
50% J&S, 75% J&S, 100% J&S, 5 Certain & Life, 10 Year Certain & Life	UP84 Unisex +1, 7%
10 Year Certain	IRS 417e AMT and Prior Year November Applicable Interest Rate
Level Income	UP84 Unisex +1, 120% PBGC rate
Lump Sum	Account Balance, minimum 417(e)
Lump Sum in Combination with other optional forms	GAR94 Unisex, prior year November Applicable Interest Rate

B. CHANGES IN PLAN PROVISIONS SINCE THE PRIOR PLAN YEAR

None.

SUMMARY OF PLAN PROVISIONS

A. Fort Wayne

Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated January 1, 1989. Further amended effective January 1, 1993. Latest union agreement effective July 5, 2007.
2. Eligibility for Participation: All employees who are members of Local No. 7903, International Union, United Paperworkers of America, AFL-CIO and CLC, Spicer, Axle Division Employees, Fort Wayne Plant.
3. Definitions:
 - (a) Accrued Benefit: The Basic Pension Benefit times years of Credited Service payable monthly. Benefit accruals cease January 31, 2008. Those with at least 20 years of service as of January 31, 2008 continue to accrue eligibility service.
 - (b) Basic Benefit: \$28.50 for terminations on or after March 1, 1996. \$34.00 for terminations on or after March 1, 1999.
 - (c) Credited Service:
 - (1) All full and fractional years of service since the employee's original date of hire. Credited Service accruals cease January 31, 2008.
 - (2) Reinstatement of Credited Service due to layoff between December 31, 1962 and January 1, 1968, to a maximum of 24 months. Reinstatement of up to 4 months for maternity leave prior to December 1, 1973.
 - (3) Transfers to or from Management Plan will transfer all service. Transfers to or from other hourly plans will not transfer Credited Service.
 - (4) Service upon re-employment after retirement benefits commence (except disability retirement) is not counted.
 - (5) Employee retiring under the plan also receives Credited Service for eligibility for all service with the Corporation.
 - (6) Accumulation of up to 5 years of Credited Service while on approved sick leave and 11 months of Credited Service (23 months if employee has 10 years of seniority) while on layoff.
 - (d) Surviving Spouse: One year marriage requirement imposed.
4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of age 65.
 - (b) Benefit: The Accrued Benefit at Normal Retirement Date.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

5. Early Retirement Benefit:

(a) Eligibility: Attainment of any of the following:

- (1) Age 60 and 10 or more years of Eligibility Service;
- (2) Age 55 but not age 60, and age plus Eligibility Service total 85 or more;
- (3) 30 or more years of Eligibility Service;

(b) Benefit: The Accrued Benefit at early retirement, reduced according to the following schedule:

<u>Age</u>	<u>Early Retirement Percentage</u>	<u>Age</u>	<u>Early Retirement Percentage</u>
47	30.4	55	57.9
48	32.8	56	63.5
49	35.4	57	69.4
50	38.3	58	75.2
51	41.5	59	80.8
52	45.0	60	86.7
53	48.9	61	93.3
54	53.2	62 and over	100.0

Provided that:

- (1) Pension benefit, including benefit to Surviving Spouse, will be unreduced for age after age 62 for employee retiring with 30 or more years of Eligibility Service who accrued at least 20 years of Credited Service as of February 1, 2008;
- (2) Pension benefit will be unreduced for age after age 62 for retirement at or after age 55 when age plus Eligibility Service total 85 or more and if Credited Service as of February 1, 2008 is at least 20 years;

6. Postponed Retirement Benefit:

(a) Eligibility: At the request of the employee.

(b) Benefit: The Accrued Benefit determined at date of postponed retirement, with payments beginning after at least six months of disability.

7. Vested Benefit:

(a) Eligibility: Completion of 5 or more years of Credited Service.

(b) Benefit Payable at Normal Retirement Date: The Accrued Benefit determined at date of termination based on Credited Service.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (c) Early Commencement of Benefit: Eligible after completion of 10 or more years of Credited Service. The benefit under 7(b) above, reduced according to the following schedule:

<u>Age</u>	<u>Early Retirement %</u>	<u>Age</u>	<u>Early Retirement %</u>
55	42.5	61	73.4
56	46.4	62	80.0
57	50.6	63	86.7
58	55.4	64	93.4
59	60.7	65	100.0
60	66.7		

8. Disability Benefit:

- (a) Eligibility: An employee with 10 or more years of Credited Service who became disabled prior to February 1, 1980.
- (b) Benefit: Accrued Benefit determined as of date of disability with payments beginning six months after disability.

9. Temporary Benefit:

- (a) Eligibility: Early retirement under disability (see 8(a) above).
- (b) Benefit: Effective March 1, 1996, \$24.25 times years of Credited Service up to 25 years, payable until age 62. Effective March 1, 1999, \$27.00 times years of Credited Service up to 25 years, payable until age 62.

10. Supplemental Benefits:

- (a) Eligibility: An employee who retires under the Early or Disability provision and who:
- (1) Agrees to restrict participation in the work force before age 62;
 - (2) Has completed at least 20 years of credited service as of February 1, 2008;
 - (3) Files for pension within 2 years of last date worked for the Corporation; and
 - (4) Falls into benefit categories in 10(b) below.
- (b) Benefit:
- (1) Early Retirement Supplement:
 - (i) Payable until age 62 to those retiring before age 62 with 30 or more years of Eligibility Service.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(b) Benefit:

- (ii) The amount which when added to the regular plan benefit equals the applicable "floor." The floor equals \$2,000 for terminations from March 1, 1996 to February 28, 1999, prior to age 62. The floor equals \$2,400 for terminations on or after March 1, 1999, prior to age 62. Floor is reduced by any reduction due to election of survivor option. Benefit will be prorated based on Credited Service accrued as of February 1, 2008.

(2) Interim Supplement:

- (i) Payable monthly until age 62 to those retiring between ages 55 and 62 with less than 30 years of Credited Service who are not eligible for Temporary Benefit (see 9(a) above) or unreduced Primary Social Security;
- (ii) The amounts shown below times years of Credited Service for terminations from March 1, 1996 to February 28, 1999:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$13.00	58	\$18.25
56	\$14.50	59	\$20.25
57	\$16.25	60-61	\$22.50

- (iii) The amounts shown below times years of Credited Service for terminations after March 1, 1999:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$15.70	58	\$22.04
56	\$17.51	59	\$24.45
57	\$19.62	60-61	\$27.17

(c) Restrictions:

(1) Maximum Monthly Pension Amount:

Pension plus supplement cannot exceed
70% of final base pay.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(2) Reduction Applicable to Supplements:

Benefits to an early retiree who is eligible for a Temporary Benefit (see Section 9 above) may be coordinated with supplements under specific circumstances.

11. Survivor's Benefit:

- (a) Eligibility: Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year.

(b) Amount of Benefit Payable to Surviving Spouse:

(1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 60% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.

(2) Retired Employees:

Monthly Survivor Benefit shall be equal to 60% of benefit for which retiree was eligible. Benefit payment begins on the first day of the month following the date of death.

(3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and had begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.

- (c) Duplication Clause: The Survivor's Benefit is not payable concurrently with group insurance Transition or Bridge Benefits.

(d) Revocation of Election:

- (1) Election of benefits shall be voided if either employee or Surviving Spouse dies before effective date of election;
- (2) Election of benefit voided (and full benefit is restored) if Surviving Spouse of employee dies or is divorced from retiree after benefit commences.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (e) Reduction: An employee who elects the Survivor's Benefit receives 95% of Accrued Benefit during his lifetime in order to provide for the Surviving Spouse. This percentage (95%) shall be adjusted .5% for each year that the spouse's age differs from the employee's age by more than 5 years.
- (f) Benefit Increases: Monthly Survivor's Benefits reflect increases applicable to living retirees.
- (g) Special Survivor Option: A special survivor option is payable to the Surviving Spouse of a retiree who elected the option between January 7, 1968 and March 1, 1968 and for whom the election is still in effect.
- 12. Employee Contributions: None.
- 13. Form of Benefit:
 - (a) Normal Form: Survivor's Benefit (Surviving Spouse's only, per 11. above). If the spouse predeceases the retiree, the retiree's benefit is restored from the reduced joint and survivor annuity amount to the unreduced single life annuity amount effective on the first day of the third month following satisfactory proof of the spouse's death.
 - (b) Optional Forms: Life Income Option.
- 14. Medicare Benefit:
 - (a) Eligibility: Retiree or Surviving Spouse receiving benefits following normal, early, or disabled (but not deferred vested) retirement, who is age 65 or over or otherwise eligible for Medicare, Part B.
 - (b) Benefit: \$61.00 per month (effective March 1, 1998) after age 65, or earlier eligibility for Medicare, Part B.

In no event shall this benefit exceed the Medicare, Part B premium in a given year.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated effective October 30, 1994. Latest amendment effective March 28, 2005.
2. Eligibility for Participation: All employees who are members of Local No. 3733, United Steelworkers of America (AFL-CIO), Parish Division Dana Corporation, Reading Plant.
3. Definitions:
 - (a) Accrued Benefit: The Basic Pension Benefit times years of Benefit Service payable monthly.
 - (b) Basic Benefit:
 - Actives: \$34.00 for terminations on or after November 2, 1997.
 - Past Retirees:

<u>Date of Retirement</u>	<u>Basic Benefit From 07/01/94 To 06/30/95</u>	<u>Basic Benefit From 07/01/95 To 06/30/96</u>	<u>Basic Benefit From 07/01/96 To 06/30/97</u>	<u>Basic Benefit From 07/01/97 To Present</u>
Prior to 01/01/78	\$17.55	\$17.70	\$17.85	\$18.00
01/01/78 - 10/31/80	\$20.55	\$20.70	\$20.85	\$21.00
11/01/80 - 10/31/83	\$22.05	\$22.20	\$22.35	\$22.50
11/01/83 - 10/31/86	\$22.80	\$22.95	\$23.10	\$23.25
11/01/86 - 10/31/89	\$23.55	\$23.70	\$23.85	\$24.00
11/01/89 - 10/31/94	\$25.75	\$25.90	\$26.05	\$26.20
11/01/94 - 11/01/97	\$26.75	\$26.75	\$27.75	\$28.25

- (c) Continuous Service:
 - (1) All full and fractional years of service since December 1, 1970.
 - (2) All full and fractional years of past service before December 1, 1970, as determined from Company personnel records.
 - (3) Reinstatement of Continuous Service available for service breaks after January 1, 1976 if vested before the break-in-service, or if employment before the break was longer than the break.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (4) Employee who becomes participant on or after January 1, 1976 receives service credit for all service with the Company (or if less, all service as recorded under a Corporate retirement plan).
 - (5) Accumulation of up to 3 years of Continuous Service while on sick leave or layoff. Does not apply if receiving Worker's Compensation.
- (d) Surviving Spouse: Male spouse of a female employee or female spouse of a male employee.
- 4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of age 65.
 - (b) Benefit: The Accrued Benefit determined at Normal Retirement Date.
- 5. Early Retirement Benefit:
 - (a) Eligibility: Retirement before normal retirement, but after attaining any one of the following:
 - (1) Age 60 and 10 or more years of Continuous Service;
 - (2) Age 55 and 20 or more years of Continuous Service;
 - (3) 30 or more years of Continuous Service;
 - (4) 15 or more years of Continuous Service and age plus service total 70 or more, if permanently laid-off.
 - (b) Benefit: The Accrued Benefit determined at date of early retirement, reduced for early commencement by .5% for each month by which payment date precedes age 62. If retired under 5.(a)(3) or 5.(a)(4) above, benefit is unreduced for age.
- 6. Postponed Retirement Benefit:
 - (a) Eligibility: At the request of the employee.
 - (b) Benefit: The Accrued Benefit determined at date of postponed retirement.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

7. Vested Benefit:

- (a) Eligibility: Completion of 5 or more years of Continuous Service.
- (b) Benefit Payable at Normal Retirement Date: The Accrued Benefit determined at date of termination.
- (c) Early Commencement of Benefit: Eligible after completion the Early Retirement requirements. The Accrued Benefit at termination, reduced by 1/180th for each month before age 65.

8. Disability Benefit:

- (a) Eligibility: All employees who become disabled after attaining 10 or more years of Continuous Service.
- (b) Benefit: The greater of the Accrued Benefit or \$550 for retirements from November 1, 1995 to October 31, 1996, increases to \$560 for retirements from November 1, 1996 to November 1, 1997, and increases to \$590 on or after November 2, 1997.
- (c) Conversion: Disability benefit converts to Normal Retirement Benefit automatically at age 62, unless employee exercised prior option to convert to Early Retirement Benefit.

9. Temporary Benefit: None.

10. Supplemental Benefits:

- (a) Eligibility: Normal, early or disability retiree who falls into benefit categories in 10(b) on the next page.
- (b) Benefit:
 - (1) Lump Sum Supplemental Pension Benefit:
 - (i) Payable to early or normal retirees between ages 62 and 70 provided disability retiree may not receive this benefit until conversion to early or normal retirement benefit. Also payable to early retirees with at least 30 years of service retiring before age 62.
 - (ii) Lump sum amount is \$3,000.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(2) Early Retirement Supplement:

- (i) Payable to employees retiring before age 62 with 30 or more years of Continuous Service, ceasing at earliest of age 62, death, re-employment, or eligibility for Social Security benefits.
- (ii) Monthly amount is \$705 for retirements from November 1, 1994 to June 30, 1996. The supplement increases to \$725 for retirements from July 1, 1996 to June 30, 1997 and to \$745 for retirements from July 1, 1997 to November 1, 1997, and to \$1,000 for retirements on or after November 2, 1997.

(3) Interim Supplement:

- (i) Payable monthly to employees retiring with 20 to 30 years of Continuous Service, who have then attained age 55 but not age 62, ceasing at earliest of age 62, death, re-employment, or eligibility for Social Security benefits.
- (ii) The amounts shown below times years of Credited Service for terminations on or after December 1, 1997:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$18.95	58	\$25.80
56	\$21.20	59	\$28.05
57	\$23.50	60	\$30.35
		61	\$32.60

11. Survivor's Benefit:

- (a) Eligibility: Vested employees and retirees who have elected the Survivor Benefit Option and who have been married at least one year.

(b) Amount of Benefit Payable to Surviving Spouse:

- (1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 60% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(2) Retired Employees:

Monthly Survivor Benefit shall be equal to 60% of benefit for which retiree was eligible. Benefit payment begins on the first day of the month following the date of death.

(3) Active Vested and Terminated Vested
Employees Not Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 60% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and had begun receiving benefits that day, and died the next day. Benefit payments begin on early retirement date.

(4) Survivor's Benefit:

Survivor benefit portion was 50% in all cases for those employees retired prior to November 2, 1997.

(c) Reduction: No reduction.

12. Employee Contributions: None.

13. Form of Benefit:

(a) Normal Form: Single: Life Income Option
Married: Survivor's Annuity (automatic for married employees, per 11 above).

(b) Optional Forms: Life Income Option.

14. Medicare Benefit:

(a) Eligibility: Retiree, Spouse, or Surviving Spouse receiving plan benefits (not for deferred vested retirements) and enrolled in Medicare, Part B.

(b) Benefit: Medicare Part B premium.

15. Shutdown Provisions: Effective December 1, 1980, an employee who has at least 15 years of Continuous Service, whose age plus service is at least 70, who is laid off due to a plant closing or laid off for 24 months and is not offered a permanent job with Dana is eligible for an unreduced early retirement pension.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated effective January 1, 2000. Latest amendment effective March 28, 2005.
2. Eligibility for Participation: All employees who are members of Local No. 4206, United Steelworkers of America (AFL-CIO), Pueblo Piston Plant, Perfect Circle Division.
3. Definitions:
 - (a) Accrued Benefit: The Basic Pension Benefit times years of Credited Service payable monthly.
 - (b) Basic Benefit: \$19.00 for terminations on or after April 1, 1993.
 - (c) Credited Service:
 - (1) All full and fractional years of service since August 1, 1963 while on the seniority list; plus
 - (2) All full and fractional years of past service from the seniority date to August 1, 1963; plus
 - (3) Each period of absence after January 1, 1976 unless a 12 month period has passed during which the employee has not performed an Hour of Service.
 - (4) Employee retiring under the plan also receives Credited Service for all service with the Corporation.
 - (5) Accumulation of up to 2 years of Credited Service while on sick leave and 2 years of Credited Service while on layoff.
 - (d) Surviving Spouse: One year marriage requirement imposed.
4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of age 65.
 - (b) Benefit: The Accrued Benefit determined at Normal Retirement Date.
5. Early Retirement Benefit:
 - (a) Eligibility:
 - (1) Attainment of age 60 and 10 or more years of Credited Service;
 - (2) Attainment of age 55 but not age 60 and age plus Credited Service equals 85 or more;
 - (3) 30 or more years of Credited Service.
 - (b) Benefit: The Accrued Benefit at date of early retirement, reduced by .5% for each month before age 62.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

6. Postponed Retirement Benefit:

- (a) Eligibility: At the request of the employee.
- (b) Benefit: The Accrued Benefit determined at date of postponed retirement.

7. Vested Benefit:

- (a) Eligibility: Completion of 5 or more years of Credited Service. For this section, Credited Service includes all service with the Corporation.
- (b) Benefit Payable at Normal Retirement Date: Accrued Benefit determined at date of termination.
- (c) Early Commencement of Benefit: Eligible after completion of 10 or more years of Credited Service. Benefit payable at Normal Retirement Date will be actuarially reduced for early commencement.

8. Disability Benefit:

- (a) Eligibility: All employees who become disabled after attaining 10 or more years of Credited Service.
- (b) Benefit:
 - (1) The Accrued Benefit determined at date of disability (subject to minimum of \$50 monthly), payable no sooner than the 7th month of disability; plus
 - (2) For months in which Social Security disability benefits are denied, a dollar amount per 9(b) below times years of Credited Service.

9. Temporary Benefit:

- (a) Eligibility: Disabled employee whose claim for a Social Security disability benefit has been denied; payable until earlier of qualification for Social Security disability or age 65.
- (b) Benefit: \$5.00 per month times years of Credited Service.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

10. Supplemental Benefits:

- (a) Eligibility: All employees who retire with 30 or more years of Credited Service before age 62.
- (b) Benefit: \$330.00 per month payable through the month the employee attains age 62 and one month.

11. Survivor's Benefit:

- (a) Eligibility: Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year.

(b) Amount of Benefit Payable to Surviving Spouse:

(1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 50% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.

(2) Retired Employees:

Monthly Survivor Benefit shall be equal to 50% of benefit for which retiree was eligible if the retiree did not decline the Survivor's Benefit. Benefit payment begins on the first day of the month following the date of death.

(3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and had begun benefits that day, and died the next day. Benefit payment begins on early retirement date.

- (c) Duplication Clause: Survivor Benefit not payable concurrently with group Transition or Bridge Benefits.

- (d) Revocation of Election: Election of Survivor Benefit shall be voided if either employee or Surviving Spouse dies before effective date of election.

- (e) Reduction: Actuarial equivalent to the life annuity.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

12. Employee Contributions: None.
13. Form of Benefit:
- (a) Normal Form: Single: Life Income Option
Married: Survivor's Benefit (Surviving Spouse's only, per 11.
above). Conversion factor is based on UP84 Unisex + 1, 7%.
- (b) Optional Forms: Life Income Option.
14. Medicare Benefit: None.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated January 1, 1989. Latest amendment effective March 28, 2005.
2. Eligibility for Participation: All employees who are members of Local No. 1255, U.A.W., Hillsdale Production and Maintenance Unit.
3. Definitions:
 - (a) Accrued Benefit: The Basic Pension Benefit times years of Credited Service payable monthly.
 - (b) Basic Benefit: \$13.00.
 - (c) Credited Service:
 - (1) All full and fractional years of service since June 1, 1974 while on the seniority list; plus
 - (2) All full and fractional years of past service from the seniority date to June 1, 1974.
 - (3) Reinstatement of Credited Service available for loss of seniority after June 1, 1974, unless loss occurred due to retirement (other than disability retirement).
 - (4) Transfers to or from Management Plan will transfer all service. Transfers to or from other hourly plans will not transfer Credited Service.
 - (5) Employee retiring under the plan also receives Credited Service for eligibility for all service with the Corporation.
 - (6) Accumulation of up to 5 years of Credited Service while on sick leave and 11 months of Credited Service while on layoff.
 - (d) Surviving Spouse: One year marriage requirement imposed.
4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of age 65.
 - (b) Benefit: The Accrued Benefit determined at age 65.
5. Early Retirement Benefit:
 - (a) Eligibility: Attainment of any of the following.
 - (1) Age 60 and 10 or more years of Credited Service;
 - (2) Age 55 but not age 60, and age plus Credited Service total 85 or more; or
 - (3) 30 or more years of Credited Service.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (b) Benefit: The Accrued Benefit determined at date of early retirement, reduced according to the following schedule:

<u>Age</u>	<u>Early Retirement Percentage</u>	<u>Age</u>	<u>Early Retirement Percentage</u>
	<u>%</u>		<u>%</u>
47.00	30.40	55.00	57.90
48.00	32.80	56.00	63.50
49.00	35.40	57.00	69.40
50.00	38.30	58.00	75.20
51.00	41.50	59.00	80.80
52.00	45.0	60.00	86.70
53.00	48.90	61.00	93.30
54.00	53.20	62 and over	100.00

6. Postponed Retirement Benefit:

- (a) Eligibility: At the request of the employee.
- (b) Benefit: The Accrued Benefit determined at the date of postponed retirement.

7. Vested Benefit:

- (a) Eligibility: Completion of 5 or more years of Credited Service. For this section, Credited Service includes all service with the Corporation.
- (b) Benefit Payable at Normal Retirement Date: The Accrued Benefit determined at date of termination.
- (c) Early Commencement of Benefit: Eligible after attaining age 60 and completion of 10 or more years of Credited Service. The Accrued Benefit at termination reduced by .5% for each month before normal retirement.

8. Disability Benefit: Discontinued effective January 1, 1981.

9. Temporary Benefit: None.

10. Supplemental Benefits:

- (a) Eligibility: An early retiree between ages 55 and 62 and not yet eligible for Social Security primary insurance benefit who:
- (1) Agrees to restrict participation in work force before age 62; and
- (2) Files for pension within 2 years of last day worked for the Corporation.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(b) Benefit:

(1) Payable monthly until age 62;

(2) The amounts shown below times years of Credited Service:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55.00	\$4.50	58.00	\$6.90
56.00	\$5.30	59	\$7.70
57.00	\$6.10	60-61	\$8.50

(c) Restrictions:

(1) Earnings Test: \$6,000.

(2) Maximum Monthly Pension Amount: Pension plus supplement cannot exceed 70% of final base pay.

11. Survivor's Benefit:

(a) Eligibility: Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year.

(b) Amount of Benefit Payable to Surviving Spouse:

(1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 55% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payments begin on the first day of the month following the date of death.

(2) Retired Employees:

Monthly Survivor Benefit shall be equal to 55% of benefit for which retiree was eligible. Benefit payment begins on the first day of the month following the date of death.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(3) Active Vested and Terminated Vested Employees
Not Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and had begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.

(c) Revocation of Election:

- (1) Election of benefits shall be voided if either employee or Surviving Spouse dies before effective date of election.
- (2) Election of benefit voided (and full benefit is restored) if Surviving Spouse of employee dies or is divorced from retiree after benefit commences.

(d) Reduction: An employee who elects the Survivor Benefit receives 95% of Accrued Benefit during his lifetime in order to provide for Surviving Spouse. This percentage (95%) shall be adjusted .5% for each year that the spouse's age differs from the employee's age by more than 5 years.

(e) Benefit Increases: Monthly Survivor's Benefits reflect increase applicable to living retirees.

(f) Duplication Clause: The Survivor's Benefit is not payable concurrently with group insurance Transition or Bridge Benefits.

12. Employee Contributions: None.

13. Optional Forms of Benefit:

(a) Normal Form: Single: Life Income Option
Survivor's Benefit (spouses only, per 11 above). Conversion factor is .95 +/- .5% for age differences over five years, limited to 100%

(b) Optional Form: Life Income Option.

14. Medicare Benefit:

(a) Eligibility: Retiree or Surviving Spouse receiving benefits following normal, early, or disabled (but not deferred vested) retirement, who is age 65 or over or otherwise eligible for Medicare, Part B.

(b) Benefit: \$9.70 per month after age 65, or earlier eligibility for Medicare, Part B.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated January 1, 1999. Latest amendment effective March 28, 2005.
2. Eligibility for Participation: All hourly paid production employees of the Company at its Trailer Equipment Division, Montgomery, Alabama facility who are not in the bargaining unit, unless bargaining agreement makes Plan applicable.
3. Definitions:
 - (a) Accrued Benefit: The Basic Benefit times years of Credited Service payable monthly.
 - (b) Basic Benefit: \$13.00 for terminations on or after July 1, 1995.
\$14.00 for terminations on or after July 1, 1996.
 - (c) Credited Service:
 - (1) All full and fractional years of service since November 1, 1974; plus
 - (2) All full and fractional years of service from the date of last hire to November 1, 1974, including service with the Axle Division of Kershaw Mfg. Co.
 - (3) Reinstatement of Credited Service available for loss of seniority after November 1, 1974, unless loss occurred due to retirement (other than disability retirement).
 - (4) Employee retiring under the Plan also receives Credited Service for all service with the Company.
 - (5) Accumulation of up to 5 years of Credited Service while on sick leave and 11 months of Credited Service while on layoff.
 - (d) Surviving Spouse: One year marriage requirement imposed.
4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of age 65.
 - (b) Benefit: The Accrued Benefit determined at age 65.
5. Early Retirement Benefit:
 - (a) Eligibility: Attainment of any of the following:
 - (1) Age 60 and 10 or more years of Credited Service.
 - (2) Age 55 but not age 60, and age plus Credited Service total 85 or more.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

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|---|--|
| (b) <u>Benefit:</u> | The Accrued Benefit determined at date of early retirement, reduced .5% for each month before normal retirement. |
| 6. <u>Postponed Retirement Benefit:</u> | |
| (a) <u>Eligibility:</u> | At the request of the employee. |
| (b) <u>Benefit:</u> | The Accrued Benefit determined at date of postponed retirement. |
| 7. <u>Vested Benefit:</u> | |
| (a) <u>Eligibility:</u> | Completion of 5 or more years of Credited Service. For this section, Credited Service includes all service with the Corporation. |
| (b) <u>Benefit Payable at Normal Retirement Date:</u> | Accrued Benefit determined at date of termination. |
| (c) <u>Early Commencement of Benefit:</u> | Eligible after attainment of age 60 and completion of 10 or more years of Credited Service. The Accrued Benefit at termination, reduced by .5% for each month under normal retirement. |
| 8. <u>Disability Benefit:</u> | |
| (a) <u>Eligibility:</u> | All employees who become disabled after attaining 10 or more years of Credited Service. |
| (b) <u>Benefit:</u> | The Accrued Benefit determined at date of disability, payable no sooner than the 7th month of disability. |
| 9. <u>Temporary Benefit:</u> | None. |
| 10. <u>Supplemental Benefits:</u> | None. |
| 11. <u>Survivor's Benefit:</u> | |
| (a) <u>Eligibility:</u> | Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year. |

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(b) Amount of Benefit Payable to Surviving Spouse:

(1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 50% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.

(2) Retirement Employees:

Monthly Survivor Benefit shall be equal to 50% of benefit for which retiree was eligible if the retiree did not decline the Survivor's Benefit. Benefit payment begins on the first day of the month following the date of death.

(3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.

(c) Reduction:

Pension Benefit of retiree is reduced actuarially for Survivor Benefit Option.

(d) Duplication Cause:

Survivor Benefit not payable concurrently with group insurance Transition or Bridge Benefits.

(e) Revocation of Election:

Election of Survivor Benefit shall be voided if either employee Surviving Spouse dies before effective date of election.

12. Employee Contributions: None.

13. Optional Forms of Benefit:

(a) Life Income Option.

(b) Survivor's Benefit (Surviving Spouse's only, per 11. above). Conversion factor is based on UP84 Unisex + 1, 7%.

14. Medicare Benefit: None.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated January 1, 1989. Latest amendment effective March 28, 2005.

2. Eligibility for Participation: All employees who are members of Local No. 114, United Plant Guard Workers of America.

3. Definitions:
 - (a) Accrued Benefit: The Basic Pension Benefit times years of Credited Service payable monthly.

 - (b) Basic Benefit: Range of benefits based upon Final Average Base Pay, as follows:

<u>Final Average Base Pay</u>	<u>Basic Benefit</u>
Less than \$8.63	\$18.20
\$8.63, but less than \$9.54	\$18.45
\$9.54 or greater	\$18.70

 - (c) Credited Service:
 - (1) All full and fractional years of service since the employee's original date of hire.
 - (2) Service upon re-employment after retirement benefits commence (except disability benefits) is not counted.
 - (3) Reinstatement of Credited Service available for loss of seniority after December 1, 1970.
 - (4) Transfers to or from Management Plan will transfer all service. Transfers to or from other hourly plans will not transfer Credited Service.
 - (5) Employee retiring under the plan also receives Credited Service for eligibility for all service with the Corporation.
 - (6) Accumulation of up to 5 years of Credited Service while on approved sick leave and 11 months of Credited Service while on layoff.

 - (d) Surviving Spouse: One year marriage requirement imposed.

4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of age 65.

 - (b) Benefit: The Accrued Benefit determined at age 65.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

5. Early Retirement Benefit:

(a) Eligibility: Attainment of any of the following:

- (1) Age 60 and 10 or more years of Credited Service;
- (2) Age 55 but not age 60, and age plus Credited Service total 85 or more;
- (3) 30 or more years of Credited Service.

(b) Benefit: The Accrued Benefit at determined date of early retirement, reduced according to the following schedule:

<u>Age</u>	<u>Early Retirement %</u>	<u>Age</u>	<u>Early Retirement %</u>
47	30.4	55	57.9
48	32.8	56	63.5
49	35.4	57	69.4
50	38.3	58	75.2
51	41.5	59	80.8
52	45.0	60	86.7
53	48.9	61	93.3
54	53.2	62 and over	100.0

Provided that:

- (1) Pension benefit, including benefit to Surviving Spouse, will be unreduced for age after age 62 for employee retiring with 30 or more years of Credited Service;
- (2) Pension benefit will be unreduced for age after age 62 for retirement at or after age 55 when age plus Credited Service total 85 or more.

6. Postponed Retirement Benefit:

(a) Eligibility: At the request of the employee.

(b) Benefit: The Accrued Benefit determined at date of postponed retirement.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

7. Vested Benefit:

- (a) Eligibility: Completion of 5 or more years of Credited Service.
- (b) Benefit Payable at Normal Retirement Date: The Accrued Benefit determined at date of termination.
- (c) Early Commencement of Benefit: Eligible after completion of 10 or more years of Credited Service. The benefit under 7(b) above, reduced according to the following schedule:

<u>Age</u>	<u>Early Retirement %</u>	<u>Age</u>	<u>Early Retirement %</u>
55	42.5	61	73.4
56	46.4	62	80.0
57	50.6	63	86.7
58	55.4	64	93.4
59	60.7	65	100.0
60	66.7		

8. Disability Benefit:

- (a) Eligibility: Employees with 10 or more years of Credited Service who became disabled prior to January 1, 1980.
- (b) Benefit: The Accrued Benefit determined at date of disability, payable immediately on approval of application, but no sooner than the 6th month of disability.

9. Temporary Benefit:

- (a) Eligibility: Early retirement under disability retirement (see 8(a) above).
- (b) Benefit: \$11.00 times years of Credited Service up to 25 years, payable until age 62.

10. Supplemental Benefits:

- (a) Eligibility: An employee who retires under the Early or Disability provision and who:
 - (1) Agrees to restrict participation in work force before age 62;
 - (2) Files for pension within 2 years of last day worked for the Corporation; and
 - (3) Falls into benefit categories in 10(b) below.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(b) Benefit:

(1) Early Retirement Supplement:

- (i) Payable until age 62 to those retiring before age 62 with 30 or more years of Credited Service.
- (ii) The amount which when added to the regular plan benefit equals the applicable "floor" (floor equals \$935 prior to age 62). Floor is reduced by any reduction due to election of survivor option.

(2) Interim Supplement:

- (i) Payable monthly until age 62 to those retiring between ages 55 and 62 with less than 30 years of Credited Service who are not eligible for Temporary Benefit (see 9(a) above) or unreduced Primary Social Security;
- (ii) The amounts shown below times years of Credited Service:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$5.25	58	\$8.75
56	\$6.25	59	\$10.10
57	\$7.50	60-61	\$11.60

(c) Restrictions:

- (1) Earnings Test: \$5,500.
- (2) Maximum Monthly Pension Amount:
Pension plus supplement cannot exceed 70% of final base pay.
- (3) Reduction Applicable to Supplements:
Benefits to an early retiree who is eligible for a Temporary Benefit (see Section 9 above) may be coordinated with supplements under specific circumstances.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

11. Survivor's Benefit:

- (a) Eligibility: Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year.
- (b) Amount of Benefit Payable to Surviving Spouse:
 - (1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 60% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.
 - (2) Retired Employees:

Monthly Survivor Benefit shall be equal to 60% of benefit for which retiree was eligible. Benefit payment begins on the first day of the month following the date of death.
 - (3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and had begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.
- (c) Benefit Increases: Monthly Survivor's Benefits reflect increases applicable to living retirees.
- (d) Duplication Clause: The Survivor's Benefit is not payable concurrently with group insurance Transition or Bridge Benefits.
- (e) Revocation of Election:
 - (1) Election of benefits shall be voided if either employee or Surviving Spouse dies before effective date of election;
 - (2) Election of benefit voided (and full benefit is restored) if Surviving Spouse of employee dies or is divorced from retiree after benefit commences.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (f) Reduction: An employee who elects the Survivor Benefit receives 95% of Accrued Benefit during his lifetime in order to provide for Surviving Spouse. This percentage (95%) shall be adjusted .5% for each year that the spouse's age differs from the employee's age by more than 5 years (up to 10 years).
12. Employee Contributions: None.
13. Optional Form of Benefit:
- (a) Life Income Option.
- (b) Survivor's Benefit (Surviving Spouse's only, per (11) above). Conversion factor is .95 +/- .5% for age differences over five years, limited to 100%
14. Medicare Benefit:
- (a) Eligibility: Retiree or Surviving spouse receiving benefits following normal, early, or disabled (but not deferred vested) retirement, who is age 65 or over or otherwise eligible for Medicare, Part B.
- (b) Benefit: \$9.70 per month after age 65, or earlier eligibility for Medicare, Part B.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: As amended effective September 23, 1994. Latest amendment effective March 28, 2005.
2. Eligibility for Participation: All employees who are members of Local No. 644, U.A.W., Berwick Production and Maintenance Unit.
3. Definitions:
 - (a) Accrued Benefit: The Basic Pension Benefit times years of Credited Service payable monthly.
 - (b) Basic Benefit: \$20.25 for terminations on or after January 1, 1995.
 - (c) Credited Service:
 - (1) All full and fractional years of service since November 1, 1975; plus all full and fractional years of past service from seniority date to November 1, 1975. In some cases, there is additional service with a break in seniority prior to November 1, 1975.
 - (2) Reinstatement of Credited Service available for loss of seniority after November 1, 1975.
 - (3) Accumulation of up to 5 years of Credited Service while on sick leave and 11 months of Credited Service (23 months if employee has 10 years of seniority) while on layoff.
 - (d) Surviving Spouse: One year marriage requirement imposed.
4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of age 65.
 - (b) Benefit: The Accrued Benefit determined at age 65.
5. Early Retirement Benefit:
 - (a) Eligibility: Attainment of any of the following:
 - (1) Age 60 and 10 or more years of Credited Service;
 - (2) Age 55 but not age 60, and age plus Credited Service total 85 or more;
 - (3) 30 or more years of Credited Service.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (b) Benefit: The Accrued Benefit determined at date of early retirement, reduced according to the following schedule:

<u>Age</u>	<u>Early Retirement %</u>	<u>Age</u>	<u>Early Retirement %</u>
47	30.4	55	57.9
48	32.8	56	63.5
49	35.4	57	69.4
50	38.3	58	75.2
51	41.5	59	80.8
52	45.0	60	86.7
53	48.9	61	93.3
54	53.2	62 and over	100.0

Provided that:

- (1) Pension benefit, including benefit to Surviving Spouse, will be unreduced for age after age 62 for employee retiring with 30 or more years of Credited Service;
- (2) Pension benefit will be unreduced for age after age 62 for retirement at or after age 55 when age plus Credited Service total 85 or more.

6. Postponed Retirement Benefit:

- (a) Eligibility: At the request of the employee.
- (b) Benefit: The Accrued Benefit determined at date of postponed retirement.

7. Vested Benefit:

- (a) Eligibility: Completion of 5 or more years of Credited Service.
- (b) Benefit Payable at Normal Retirement Date: The Accrued Benefit determined at date of termination.
- (c) Early Commencement of Benefit: The benefit under 7(b) above, reduced according to the following schedule:

<u>Age</u>	<u>Early Retirement %</u>	<u>Age</u>	<u>Early Retirement %</u>
55	42.5	61	73.4
56	46.4	62	80.0
57	50.6	63	86.7
58	55.4	64	93.4
59	60.7	65	100.0
60	66.7		

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

8. Disability Benefit:

- (a) Eligibility: None, effective January 1, 1980.
- (b) Benefit: None.

9. Temporary Benefit:

- (a) Eligibility: None.
- (b) Benefit: None.

10. Supplemental Benefits:

- (a) Eligibility: An employee who retires under the Normal, Early or Disability provision and who:
 - (1) Agrees to restrict participation in work force before age 62;
 - (2) Files for pension within 5 years of last day worked for the Corporation; and
 - (3) Falls into benefit categories in 10(b) below.
- (b) Benefit:
 - (1) Early Retirement Supplement:
 - (i) Payable until age 62 to those retiring before age 62 with 30 or more years of Credited Service.
 - (ii) The amount which when added to the regular plan benefit equals the applicable "floor." The floor equals \$1,250 for terminations on or after January 1, 1995, prior to age 62. Floor is reduced by any reduction due to election of survivor option.
 - (2) Interim Supplement:
 - (i) Payable monthly until age 62 to those retiring between ages 55 and 62 with less than 30 years of Credited Service who are not eligible for Temporary Benefit (see 9(a) above) or unreduced Primary Social Security;

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (ii) The amounts shown below times years of Credited Service for terminations on or after
January 1, 1995:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$7.45	58	\$12.05
56	\$8.70	59	\$13.85
57	\$10.45	60-61	\$16.10

(c) Restrictions:

- (1) Earnings Test: Eliminated January 1, 1995.
- (2) Reduction Applicable to Supplements:
Benefits to an early retiree who is eligible for a Temporary Benefit (see Section 9 above) may be coordinated with supplements under specific circumstances.

11. Survivor's Benefit:

- (a) Eligibility: Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year.

(b) Amount of Benefit Payable to Surviving Spouse:

- (1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 60% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.

- (2) Retired Employees:

Monthly Survivor Benefit shall be equal to 60% of benefit for which retiree was eligible. Benefit payment begins on the first day of the month following the date of death.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and had begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.

(c) Benefit Increases: Monthly Survivor's Benefits reflect increases applicable to living retirees.

(d) Duplication Clause: The Survivor's Benefit is not payable concurrently with group insurance Transition or Bridge Benefits.

(e) Revocation of Election:

(1) Election of benefits shall be voided if either employee or Surviving Spouse dies before effective date of election;

(2) Election of benefit voided (and full benefit is restored) if Surviving Spouse of employee dies or is divorced from retiree after benefit commences.

(f) Reduction: An employee who elects the Survivor Benefit receives 95% of Accrued Benefit during his lifetime in order to provide for the Surviving Spouse. This percentage (95%) shall be adjusted .5% for each year that the spouse's age differs from the employee's age by more than 5 years (up to 10 years).

12. Employee Contributions: None.

13. Form of Benefit: Normal Form: For married employees, 95% (+/- .5% for age difference over 5 years, limited to 100%) of the retirement benefit payable to the employee during his lifetime with 60% of such reduced amount payable to the Surviving Spouse after death. For single employees, a life annuity.

14. Medicare Benefit:

(a) Eligibility: Retiree or Surviving spouse receiving benefits following normal, early, or disabled (but not deferred vested) retirement, who is age 65 or over or otherwise eligible for Medicare, Part B.

(b) Benefit: \$41.10 per month after age 65, or earlier eligibility for Medicare, Part B.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated January 1, 1989; further amended effective March 28, 2005.
2. Eligibility for Participation: All employees who are members of Local No. 125, U.A.W., Plymouth, MN
3. Definitions:
 - (a) Accrued Benefit: The basic benefit times years of Credited Service payable monthly.
 - (b) Basic Benefit: \$28.50 for terminations on or after January 1, 1998.
 - (c) Credited Service:
 - (1) All full and fractional years of service since the employee's original date of hire.
 - (2) Service upon re-employment after retirement benefits commence is not counted.
 - (3) Accumulation of up to 5 years of Credited Service while on sick leave and up to 11 months of Credited Service (23 months if employee has 10 years of seniority) while on layoff.
 - (d) Normal Retirement Date: First of month coinciding with or next following attainment of age 65.
 - (e) Surviving Spouse: One year marriage requirement imposed.
4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of Normal Retirement Age.
 - (b) Benefit: The Accrued Benefit determined at Normal Retirement Date.
5. Early Retirement Benefit:
 - (a) Eligibility: Attainment of any of the following:
 - (1) First of any month following attainment of age 60 and 10 years of Credited Service but before age 65;
 - (2) Attainment of age 55 but not 60, and age plus Credited Service total 85 or more;
 - (3) 30 years of Credited Service.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (b) Benefit: The Accrued Benefit at early retirement, reduced according to the following schedule:

<u>Age</u>	<u>Early Retirement Percentage</u>	<u>Age</u>	<u>Early Retirement Percentage</u>
47	30.4	55	57.9
48	32.8	56	63.5
49	35.4	57	69.4
50	38.3	58	75.2
51	41.5	59	80.8
52	45.0	60	86.7
53	48.9	61	93.3
54	53.2	62 and over	100.0

Provided that:

- (1) The pension benefit will be unreduced for age after age 62 for employee retiring with 30 or more years of Credited Service; and
- (2) The pension benefit will be unreduced for age after age 62 for retirement at or after age 55 when age plus Credited Service total 85 or more.

6. Postponed Retirement Benefit:

- (a) Eligibility: At the request of the employee.
- (b) Benefit: The Accrued Benefit determined at date of postponed retirement.

7. Vested Benefit:

- (a) Eligibility: 5 or more years of Credited Service. For this section, Credited Service includes all service with the Corporation.
- (b) Benefit Payable at Normal Retirement Date: The Accrued Benefit determined at date of termination.
- (c) Early Commencement of Benefit: Eligible after completion of 10 or more years of Credited Service. After employee meets the eligibility requirement for early retirement, the benefit in 7(b) above reduced according to the following schedule:

<u>Age</u>	<u>Early Retirement Percentage</u>	<u>Age</u>	<u>Early Retirement Percentage</u>
55	42.5	61	73.4
56	46.4	62	80.0
57	50.6	63	86.7
58	55.4	64	93.4
59	60.7	65	100.0
60	66.7		

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

8. Disability Benefit: There is no disability benefit payable under this Plan effective January 1, 1981. Employees receiving disability benefit shall continue to receive such benefits.
9. Temporary Benefit: \$25, for each year of Credited Service (maximum 25 years); payable under certain special conditions.

10. Supplemental Benefit:

- (a) Eligibility: An early retiree who has attained age 55 or more and whose age and Credited Service total 85 or more, provided that the employee is not eligible for Primary Insurance Benefit.

(b) Benefit:

(1) Early Retirement Supplement:

- (i) Payable until age 62 to those retiring before age 62 with 30 or more years of Credited Service;
- (ii) The amount which when added to the regular plan benefit equals the applicable "floor." The floor equals \$1,825 for terminations on or after January 1, 1998, prior to age 62. Floor is reduced by any reduction due to election of survivor option.

(2) Interim Supplement:

- (i) Payable monthly until age 62.
- (ii) The amounts shown below times years of Credited Service for terminations on or after January 1, 1998:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$12.77	58	\$20.74
56	\$15.03	59	\$23.66
57	\$17.71	60-61	\$27.34

- (c) Restrictions - Earnings Test: Eliminated January 1, 1995.

11. Survivor's Benefit:

- (a) Eligibility: Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(b) Amount of Benefit Payable to Surviving Spouse:

(1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 60% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.

(2) Retired Employees:

Monthly Survivor Benefit shall be equal to 60% of benefit for which retiree was eligible. Benefit payment begins on the first day of the month following the date of death.

(3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and had begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.

(c) Benefit Increases: Monthly Survivor's Benefits reflect increases applicable to living retirees.

(d) Revocation of Election:

- (1) Election of benefits shall be voided if either employee or Surviving Spouse dies before effective date of election.
- (2) Election of benefit voided (and full benefit is restored) if Surviving Spouse of employee dies or is divorced from retiree after benefit commences.

(e) Reduction: An employee who elects the Survivor's Benefit receives 95% of accrued benefit during his lifetime in order to provide for the Surviving Spouse. This percentage (95%) shall be adjusted .5% for each the year that the spouse's age differs from the employee's age by more than 5 years.

12. Employee Contributions: None.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

13. Form of Benefit:

- (a) Life Income Option.
- (b) Survivor's Benefit (Surviving Spouse's only, per (11) above). Conversion factor is .95 +/- .5% for age differences over five years, limited to 100%

14. Medicare Benefit:

- (a) Eligibility: Retiree or Surviving spouse receiving benefits following normal, early, or disabled (but not deferred vested) retirement, who is age 65 or over or otherwise eligible for Medicare, Part B.
- (b) Benefit: \$52.10 January 1, 1998; \$56.10 January 1, 1999; \$60.10 January 1, 2000; per month after age 65, or earlier eligibility for Medicare, Part B.

In no event shall this benefit exceed the Medicare, Part B premium in a given year.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated January 1, 1989; further amended effective July 5, 2007.
2. Eligibility for Participation: All Spicer Axle employees within the bargaining unit (Local No. 1405, U.A.W.), Syracuse, IN.
3. Definitions:
 - (a) Accrued Benefit: The basic benefit times years of Credited Service payable monthly. Benefit accruals cease August 1, 2009.
 - (b) Basic Benefit:
Hired Prior to December 1, 2003
\$32.50 times years of Credited Service payable monthly.

Hired on or After December 1, 2003
\$20.75 times years of Credited Service payable monthly.
 - (c) Credited Service: All years and months of employment, including any period of severance of less than one year and up to 5 years of continuous sick leave. Credited service accruals cease August 1, 2009.
 - (d) Normal Retirement Date: The first day of the month coinciding with or next following attainment of age 65.
4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of age 65.
 - (b) Benefit: The Accrued Benefit determined at Normal Retirement Date.
5. Early Retirement Benefit:
 - (a) Eligibility: Attainment of any of the following:
Hired Prior to December 1, 2003
 - (1) Age 60 and 10 or more years of Credited Service;
 - (2) Age 55 but not age 60, and age plus Credited Service total 85 or more;
 - (3) 30 or more years of Credited Service;
 - (4) Age 55 and 10 or more years of Credited Service, if under "mutually satisfactory conditions."
Hired on or After December 1, 2003
 - (1) Age 60 and 10 or more years of Credited Service;
 - (2) Age 55 but not age 60, and age plus Credited Service total 85 or more;
 - (3) 30 or more years of Credited Service;

A. Summary of Plan Provisions (continued)

SUMMARY OF PLAN PROVISIONS

- (b) Benefit: The Accrued Benefit determined at date of early retirement, multiplied by the following:

<u>Age</u>	<u>Early Retirement Percentage</u>	<u>Age</u>	<u>Early Retirement Percentage</u>
47	30.4	55	57.9
48	32.8	56	63.5
49	35.4	57	69.4
50	38.3	58	75.2
51	41.5	59	80.8
52	45.0	60	86.7
53	48.9	61	93.3
54	53.2	62 and over	100.0

Provided that:

- (1) The pension benefit will be unreduced for age after age 62 for employees retiring with 30 or more years of Credited Service; and
- (2) The pension benefit will be unreduced for age after age 62 for retirement at or after age 55 when age plus Credited Service total 85 or more.

6. Postponed Retirement Benefit:

- (a) Eligibility: At the request of the employee.
- (b) Benefit: The Accrued Benefit determined at date of postponed retirement.

7. Vested Benefit:

- (a) Eligibility: Completion of 5 or more years of Credited Service.
- (b) Benefit Payable at Normal Retirement Date: The Accrued Benefit determined at date of termination.
- (c) Early Commencement of Benefit: Eligible after completion of 10 or more years of Credited Service. After meeting the eligibility requirements for early retirement, the benefit in 8(b) is payable upon request, multiplied by the following:

<u>Age</u>	<u>Early Retirement Percentage</u>	<u>Age</u>	<u>Early Retirement Percentage</u>
55	42.5	61	73.4
56	46.4	62	80.0
57	50.6	63	86.7
58	55.4	64	93.4
59	60.7	65	100.0
60	66.7		

8. Disability Benefit: Employee with 10 or more years of Credited Service who becomes disabled prior to January 1, 1983.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

9. Temporary Benefit: Hired Prior to December 1, 2003
\$28.00 times years of Credited Service up to 25 years, payable
until age 62 or eligible for social security benefit.

Hired on or After December 1, 2003
\$16.00 times years of Credited Service up to 25 years, payable
until age 62 or eligible for social security benefit.

10. Supplemental Benefit:

- (a) Eligibility: Early or Disabled retiree who:

- (1) Agrees to restrict participation in work force before age 62;
- (2) Files for pension within 5 years of last day worked for the Corporation; and
- (3) Falls into benefit categories in 10(b) below:

(b) Benefit:

(1) Early Retirement Supplement:

Hired Prior to December 1, 2003

- (i) Payable until age 62 to those retiring before age 62 with 30 or more years of Credited Service;
- (ii) The amount which when added to the regular plan benefit equals the applicable "floor". The floor equals \$2,100 for terminations on or after January 1, 2001, prior to age 62. The floor is reduced by any reduction due to election of survivor option.

(2) Interim Supplement:

Hired Prior to December 1, 2003

- (i) Payable monthly until age 62 to those retiring between ages 55 and 62 with less than 30 years of Credited Service who are not eligible for Temporary Benefit (see 9(a) above) or unreduced Primary Social Security;
- (ii) The amounts shown below times years of Credited Service for terminations on or after January 1, 1999:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$14.83	58	\$24.09
56	\$17.45	59	\$27.48
57	\$20.57	60-61	\$31.75

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

Hired on or After December 1, 2003

(i) Payable monthly until age 62 to those retiring between ages 55 and 62 who are not eligible for Temporary Benefit (see 9(a) above) or unreduced Primary Social Security;

(ii) The amounts shown below times years of Credited Service for terminations on or after November 1, 2003:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$5.80	58	\$ 9.70
56	\$6.90	59	\$11.05
57	\$8.30	60-61	\$12.80

(c) Restrictions:

(1) Earnings Test: Eliminated January 1, 1995.

(2) Maximum Monthly
Pension Amount: None.

(3) Reductions: An Employee receiving early retirement benefits who becomes eligible for a Primary Insurance Benefit prior to attaining age 62 and one month shall have his Supplement reduced by the amount of the Temporary Benefit he would have been entitled to receive at his retirement had he been eligible therefore or by the amount of Temporary Benefit actually being paid to him immediately prior to his becoming eligible for a Primary Insurance Benefit.

Survivor Benefit election does not affect the amount of the Supplement, nor does an increase in the basic Pension Benefit rate.

Monthly earnings prior to any reduction for a Survivor Benefits election may not exceed 70% of his Final Base Pay. Either condition of excessive earnings will necessitate a reduction of the monthly Supplement.

(4) Commencement
and Duration: Payable first day of the month following early retirement through the month in which employee attains age 62 and one month.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

11. Survivor's Benefit:

- (a) Eligibility: Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year.
- (b) Amount of Benefit Payable to Surviving Spouse:
- (1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement: Monthly Survivor Benefit shall be equal to 60% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.
- (2) Retired Employees: Monthly Survivor Benefit shall be equal to 60% of benefit for which the retiree was eligible. Benefit payment begins on the first day of the month following the date of death.
- (3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement: Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and had begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.
- (c) Reduction: An employee who elects the Survivor Benefit receives 95% of Accrued Benefit during his lifetime in order to provide for the Surviving Spouse. This percentage (95%) shall be adjusted .5% for each year that the spouse's age differs from the employee's age by more than 5 years.
- (d) Revocation of Election:
- (1) Election of benefits shall be voided if either employee or Surviving Spouse dies before effective date of election.
- (2) Election of benefit voided (and full benefit is restored) if Surviving Spouse of employee dies or is divorced from retiree after benefit commences.
- (e) Benefit Increases: Monthly Survivor's Benefits reflect increases applicable to living retirees.

12. Employee Contributions: None.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

13. Form of Benefit:

(a) Normal Form: Single: Life Income Option
Married: Survivor's Benefit (Spouse's only, per 11.
above). Conversion factor is .95 +/- .5% for age differences over five
years, limited to 100%

(b) Optional Form: Life Income Option.

14. Pop-Up Provision: If retired on or after January 1, 1980, and spouse predeceases employee or
is divorced from employee, reduction for spouse's benefit is eliminated
thereafter.

15. Medicare Benefit:

(a) Eligibility: Retiree or Surviving Spouse receiving benefits following normal, early
or disabled (but not deferred vested) retirement, who is age 65 or over or
otherwise eligible for Medicare, Part B.

(b) Benefit: \$52.10 January 1, 1998; \$56.10 January 1, 1999; \$60.10 January 1, 2000
per month after age 65, or earlier eligibility for Medicare, Part B.

In no event shall this benefit exceed the Medicare, Part B premium in a
given year.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated effective January 1, 1989; latest amendment effective March 28, 2005.
2. Eligibility for Participation: All employees within the bargaining unit (International Union, United Automobile, Aerospace and Agricultural Implement Workers of America [U.A.W.], Locals 1404, 1406, and 1871).
3. Definitions:
 - (a) Accrued Benefit: The basic benefit times years of Credited Service payable monthly.
 - (b) Basic Benefit:
 - \$22.75 for terminations from May 1, 1992, to April 30, 1996.
 - \$23.00 for terminations from May 1, 1996 to April 30, 1997.
 - \$25.50 for terminations from May 1, 1997 to April 30, 2000.
 - \$28.50 for terminations on or after May 1, 2000.
 - (c) Credited Service: All years and months of participation, including any period of severance of less than one year. For determining eligibility for vested benefits or supplemental benefits, all years of employment are considered.
 - (d) Normal Retirement Date: The first day of the month following or coinciding with attainment of age 65.
4. Normal Form of Benefit Payment:
 - (a) Single Employees and Employees Married Less than One Year: Straight Life Annuity.
 - (b) All Others: 95% of the retirement income payable to the employee during his lifetime (adjusted if the spouse's age differs more than 5 years from the employee's) with 60% of such reduced amount payable to his Surviving Spouse after his death.
5. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of Normal Retirement Date.
 - (b) Benefit: The Accrued Benefit determined at Normal Retirement Date.
6. Early Retirement Benefit:
 - (a) Eligibility:
 - (1) Attainment of age 60 and 10 or more years of Credited Service.
 - (2) Attainment of age 55, but not age 60 and age plus Credited Service equals 85 or more;
 - (3) 30 or more years of Credited Service.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (b) Benefit: The Accrued Benefit determined at date of early retirement, multiplied by the following:

<u>Age</u>	<u>Early Retirement Percentage</u>	<u>Age</u>	<u>Early Retirement Percentage</u>
47	30.4	55	57.9
48	32.8	56	63.5
49	35.4	57	69.4
50	38.3	58	75.2
51	41.5	59	80.8
52	45.0	60	86.7
53	48.9	61	93.3
54	53.2	62 and over	100.0

Provided that:

- (1) Pension benefit, including benefit to Surviving Spouse, will be unreduced for age after age 62 for an employee retiring with 30 or more years of Credited Service; and
 - (2) Pension benefit will be unreduced for age after age 62 for retirement at or after age 55 when age plus Credited Service total 85 or more.
- (c) Special Early Retirement: If a plant closes and an employee is eligible for early retirement, he will retire with an unreduced Accrued Benefit. The employee will also receive a temporary benefit of \$25.00 per year of Credited Service up to a \$625.00 maximum until he attains age 62 and one month. The employee is eligible for Special Early Retirement if he is age 55 with 10 years of Credited Service.

7. Supplemental Benefit:

- (a) Eligibility: An employee who retires under the Early or Disability provisions and who:

- (1) Agrees to restrict participation in the work force before age 62;
- (2) Files for a pension within 5 years of the last day worked for the Corporation; and
- (3) Falls into benefit categories in 7(b) below.

- (b) Benefit:

(1) Early Retirement Supplement:

- (i) Payable until age 62 to those retiring before age 62 with 30 or more years of Credited Service;
- (ii) The amount which when added to the regular plan benefit equals the applicable "floor." The floor equals \$1,325 for terminations from May 1, 1992, to April 30, 1996, prior to age 62. The floor equals \$1,350 for terminations from May 1, 1996 to April 30, 1997, prior to age 62. The floor equals \$1,600 for terminations from May 1, 1997 to April 30, 2000, prior

SUMMARY OF PLAN PROVISIONS

to age 62. The floor equals \$1,825 for terminations on or after May 1, 2000, prior to age 62.
The floor is reduced by any reduction due to election of survivor option.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(2) Interim Supplement:

- (i) Payable monthly until age 62 to those retiring with the sum of age and Credited Service totaling 85 or more;
- (ii) The amounts shown below times years of Credited Service for terminations from May 1, 1992 to April 30, 1996:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$7.20	58	\$12.05
56	\$8.60	59	\$13.75
57	\$10.30	60-61	\$15.90

- (iii) The amounts shown below times years of Credited Service for terminations May 1, 1996 to April 30, 1997.

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$8.30	58	\$13.85
56	\$9.90	59	\$15.85
57	\$11.85	60-61	\$18.30

- (iv) The amounts shown below times years of Credited Service for terminations May 1, 1997 to April 30, 2000:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$10.63	58	\$17.74
56	\$12.68	59	\$20.30
57	\$15.18	60-61	\$23.44

- (v) The amounts shown below times years of Credited Service for terminations May 1, 2000:

<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>	<u>Retirement Age</u>	<u>Benefit Per Year of Credited Service</u>
55	\$12.77	58	\$20.74
56	\$15.03	59	\$23.66
57	\$17.71	60-61	\$27.34

(c) Restrictions:

- (1) Earnings Test: None.
- (2) Maximum Monthly Pension Amount: Pension plus Supplement cannot exceed 70% of final base pay.
- (3) Reductions Applicable

SUMMARY OF PLAN PROVISIONS

to Supplements: This Supplement is not payable to retirees eligible for either a temporary benefit or Primary Insurance Benefit.

A. Summary of Plan Provisions (continued)

8. Postponed Retirement Benefit:

- (a) Eligibility: At the request of the employee.
- (b) Benefit: The Accrued Benefit determined at the date of postponed retirement.

9. Vested Benefit:

- (a) Eligibility: Completion of 5 or more years of Credited Service.
- (b) Benefit Payable at Normal Retirement Date: The Accrued Benefit determined at date of termination, without scheduled increases.
- (c) Early Commencement of Benefit: After attainment of age 55, the benefit in 9(b) is payable upon request, multiplied by the following:

<u>Age</u>	<u>Early Retirement Percentage</u>	<u>Age</u>	<u>Early Retirement Percentage</u>
55	42.5	61	73.4
56	46.4	62	80.0
57	50.6	63	86.7
58	55.4	64	93.4
59	60.7	65	100.0
60	66.7		

10. Disability Benefit:

- (a) Eligibility: All employees with 10 or more years of Credited Service who become disabled prior to May 1, 1980 or who are not active at May 1, 1980 and become disabled prior to returning to work.
- (b) Benefit: Accrued benefit determined at date of disability plus a temporary benefit payable until employee becomes eligible for a Social Security benefit.

11. Survivor's Benefit:

- (a) Eligibility: Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year.

(b) Amount of Benefit Payable to Surviving Spouse:

(1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 60% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.

SUMMARY OF PLAN PROVISIONS

(2) Retired Employees:

Monthly Survivor Benefit shall be equal to 60% of benefit for which retiree was eligible. Benefit payment begins on the first day of the month following the date of death.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:
Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and had begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.
- (c) Benefit Increases:
Monthly Survivor's Benefits reflect increases applicable to living retirees.
- (d) Duplication Clause:
Survivor Benefit not payable concurrently with group insurance transition or bridge benefits.
- (e) Revocation of Election:
(1) Election of benefits shall be voided if either employee or Surviving Spouse dies before effective date of election.
(2) Election of benefit voided (and full benefit is restored) if Surviving Spouse of employee dies or is divorced from retiree after benefit commences.
- (f) Reduction:
An employee who elects the Survivor's Benefit receives 95% of accrued benefit during his lifetime in order to provide for Surviving Spouse. This percentage (95%) shall be adjusted .5% for each year that the spouse's age differs from the employee's age for each year in excess of 5 years up to 10 years.
12. Employee Contributions: None.
13. Optional Forms of Benefit: Straight Life Annuity.
Survivors Benefit as described above. Conversion factor is .95 +/- .5% for age differences over five years, limited to 100%
14. Pop-Up Provision: If retired on or after May 1, 1980, and spouse predeceases employee or is divorced from employee, reduction for spouse's benefit is eliminated thereafter.
15. Medicare Benefit:
(a) Eligibility: Retiree or Surviving Spouse receiving benefits following normal, early, or disability (but not deferred vested) retirement, and who is age 65 or over or otherwise eligible for Medicare, Part B.
(b) Benefit: \$43.80 per month after age 65 or earlier eligibility for Medicare, Part B. effective May 1, 1997.
\$45.80 effective January 1, 1998, \$47.80 effective January 1, 1999,
\$49.80 effective January 1, 2000, \$50.80 effective January 1, 2001,
\$51.80 effective January 1, 2002, \$52.80 effective January 1, 2003.
In no event shall this benefit exceed the Medicare, Part B premium in a given year.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated effective January 1, 1989. Latest amendment effective March 28, 2005.
2. Eligibility for Participation: All employees within the bargaining unit (International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Local 1773).
3. Definitions:
 - (a) Accrued Benefit: The basic benefit times years of Credited Service payable monthly.
 - (b) Basic Benefit: \$12.00 for terminations on or after April 15, 1989.
 - (c) Credited Service:

All years and months of participation, including any period of severance of less than one year; reinstatement of Credited Service available for loss of seniority after January 1, 1980; accumulation of up to 5 years while on sick leave and 11 months of Credited Service while on layoff after December 31, 1979. For determining eligibility for vested benefits or supplemental benefits, all years of employment are considered.
 - (d) Normal Retirement Date: The first day of the month following attainment of age 65.
4. Normal Form of Benefit Payment:
 - (a) Single Employees and Employees
Married Less Than One Year: Straight Life Annuity.
 - (b) All Others:

95% of the Accrued Benefit payable to the employee during his lifetime (adjusted if the spouse's age differs more than 5 years from the employee's) with 60% of such reduced amount payable to his Surviving Spouse after his death.
5. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of Normal Retirement Date.
 - (b) Benefit: The Accrued Benefit determined at Normal Retirement Date.
6. Early Retirement Benefit:
 - (a) Eligibility: Completion of 10 years of Credited Service and attainment of age 60

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (b) Benefit: The Accrued Benefit determined as of the date of early retirement, multiplied by the following:

<u>Age</u>	<u>Early Retirement Percentage</u>
55	57.9
56	63.5
57	69.4
58	75.2
59	80.8
60	86.7
61	93.3
62 or later	100.0

If the sum of age and Credited Service totals 85 or more, the benefit payable upon attaining age 62 is the Accrued Benefit unreduced for early commencement.

- (c) Interim Supplement: If the sum of age and Credited Service totals 85 or more at the date of retirement and the employee has attained age 55 but not age 62, the following benefit is payable until age 62, provided annual earnings do not exceed \$6,000.

<u>Age at Retirement</u>	<u>Amount Per Month Times Credited Service</u>
55	\$3.50
56	4.30
57	5.10
58	5.90
59	6.70
60-61	7.50

7. Postponed Retirement Benefit:

- (a) Eligibility: At the request of the employee.
- (b) Benefit: The Accrued Benefit determined at the date of postponed retirement.

8. Vested Benefit:

- (a) Eligibility: Completion of 5 or more years of Credited Service.
- (b) Benefit Payable at Normal Retirement Date: The Accrued Benefit determined at date of termination, without scheduled increases.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(c) Early Commencement of Benefit:

Eligible after completion of 10 or more years of Credited Service. After attainment of age 55, the benefit in 8(b) is payable upon request, multiplied by the following:

<u>Age</u>	<u>Early Retirement Percentage</u>	<u>Age</u>	<u>Early Retirement Percentage</u>
55	42.5	61	73.4
56	46.4	62	80.0
57	50.6	63	86.7
58	55.4	64	93.4
59	60.7	65	100.0
60	66.7		

9. Disability Benefit:

(a) Eligibility:

Employee with 10 or more years of Credited Service who becomes disabled prior to October 1, 1980 or employees who were not active on July 1, 1980 and who become disabled prior to returning to work.

(b) Benefit:

Accrued benefit determined at date of disability.

10. Survivor's Benefit:

(a) Eligibility:

Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year.

(b) Amount of Benefit Payable to Surviving Spouse:

(1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 60% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.

(2) Retired Employees:

Monthly Survivor Benefit shall be equal to 60% of benefit for which retiree was eligible. Benefit payment begins on the first day of the month following the date of death.

(3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and had begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(c) Revocation of Election:

- (1) Election of benefits shall be voided if either employee or Surviving Spouse dies before effective date of election.
- (2) Election of benefit voided (and full benefit is restored) if Surviving Spouse of employee dies or is divorced from retiree after benefit commences.

(d) Duplication Clause: Survivor Benefit shall be offset by the amount the Surviving Spouse is receiving as a group insurance Transition Bridge Benefit.

(e) Benefit Increase: Monthly Survivor's Benefits reflect increases applicable to living retirees.

(f) Reduction: An employee who elects the Survivor Benefit receives 95% of Accrued Benefit during his lifetime in order to provide for Surviving Spouse. This percentage (95%) shall be adjusted 5% for each year that the spouse's age differs from the employee's age by more than 5 years.

11. Employee Contributions: None.

12. Form of Benefit:

(a) Normal Form: Single: Life Income Option
Married: Survivor's Benefit (spouses only, per 10 above). Conversion factor is .95 +/- .5% for age differences over five years, limited to 100%

(b) Optional Form: Life Income Option.

13. Pop-Up Provision: If retired on or after July 1, 1980 and spouse pre-deceases employee or is divorced from employee, reduction for spouse's benefit is eliminated thereafter. Also, early retirees with age and Credited Service of at least 85 points are eligible for increase to an unreduced Accrued Benefit at age 62.

14. Medicare Benefit: All retired employees (other than a deferred vested retirement) and their eligible Surviving Spouses each receive an additional \$15.70 per month commencing on the first day of the month following attainment of age 65.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated effective February 1, 1999. Latest amendment effective March 28, 2005.
2. Eligibility for Participation: All hourly paid employees who are employed at the Boston Weatherhead Division, Hohenwald Plant.
3. Definitions:
 - (a) Accrued Benefit: The Basic Benefit times years of Continuous Credited Service payable monthly.
 - (b) Basic Benefit:
\$13.00 for terminations from September 14, 1993 to January 31, 1996.
\$14.00 for terminations from February 1, 1996 to January 31, 1997.
\$15.00 for terminations from February 1, 1997 to January 31, 1999.
\$17.00 for terminations on or after February 1, 1999.
 - (c) Credited Service: In general, the amount of accumulated seniority.
4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of age 65.
 - (b) Benefit: The Accrued Benefit determined at Normal Retirement Date.
5. Early Retirement Benefit:
 - (a) Eligibility: The attainment of at least age 55 and completion of 20 or more years of Continuous Credited Service with the Corporation or its predecessor.
 - (b) Benefit: The Accrued Benefit determined at date of early retirement, reduced for early commencement by .4% for each month by which payment date precedes age 65, or unreduced and payable at age 65.
6. Postponed Retirement Benefit:
 - (a) Eligibility: At the request of the employee.
 - (b) Benefit: The Accrued Benefit determined at date of postponed retirement.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

7. Vested Benefit:

- | | |
|---|---|
| (a) <u>Eligibility:</u> | Completion of 5 or more years of Continuous Credited Service with the Corporation or its predecessor. |
| (b) <u>Benefit Payable at Normal Retirement Date:</u> | Accrued Benefit determined at date of termination. |
| (c) <u>Early Commencement of Benefit:</u> | Eligible if 20 years of Continuous Credited Service completed at termination. The Accrued Benefit at termination, actuarially reduced and payable at any time after age 55. |

8. Disability Benefit:

- | | |
|-------------------------|--|
| (a) <u>Eligibility:</u> | All employees who become disabled after attaining 10 or more years of Credited Service. |
| (b) <u>Benefit:</u> | The Accrued Benefit determined at date of disability, payable immediately on approval of application but no sooner than the 7th month of disability. |
- (1) The Accrued Benefit at date of disability reduced by Worker's Compensation and by 1/2 of Social Security payable on account of disability;
- (2) \$100 monthly minimum;
- (3) If eligible for early retirement at date of disability, the disability benefit should not be less than the immediate early retirement benefit.

9. Temporary Benefit: None.

10. Supplemental Benefits: None.

11. Survivor's Benefit:

- | | |
|-------------------------|---|
| (a) <u>Eligibility:</u> | Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit. |
|-------------------------|---|

(b) Amount of Benefit Payable to Surviving Spouse:

- (1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 50% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

(2) Retirement Employees:

Monthly Survivor Benefit shall be equal to 50% of benefit for which retiree was eligible if the retiree did not decline the Survivor's Benefit. Benefit payment begins on the first day of the month following the date of death.

(3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of death, survived to early retirement date and begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.

(4) Reduction:

Pension Benefit of retiree is reduced actuarially for Survivor Benefit Option.

12. Employee Contributions:

None.

13. Form of Benefit:

Normal Form:

Single: Life Annuity

Married: 50% Joint and Survivor Annuity. Conversion factor is based on UP84 Unisex + 1, 7%.

Optional Form: 100% Joint and Survivor Annuity. Conversion factor is based on UP84 Unisex + 1, 7%.

14. Medicare Benefit:

None.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: July 1, 1984 as amended. Latest amendment effective March 28, 2005.
2. Eligibility for Participation: Six months of continuous employment with Wix Corporation and attainment of age 20-1/2.
3. Definitions:
 - (a) Accrued Benefit: The Accrued Benefit paid for 10 years certain and life thereafter is the sum of:
 - (1) For Years of Service prior to January 1, 1993, an amount equal to the sum of:
 - (i) 1.25% of average compensation for 1990, 1991 and 1992 multiplied by Years of Service as of December 31, 1992 plus,
 - (ii) 0.3% of average compensation for 1990, 1991 and 1992 in excess of \$53,400 multiplied by Years of Service as of December 31, 1992, not in excess of 35 years. For purposes of the 35 year limit, all Years of Service, including future Years of Service, shall be counted.
 - (2) For Years of Service after December 31, 1992, an amount equal to the sum of:
 - (i) 1.25% of compensation for each Year of Service earned in plan years after December 31, 1992 plus,
 - (ii) 0.3% of compensation in excess of the Taxable Wage Base for each Year of Service after December 31, 1992, not in excess of 35 years. For purposes of the 35 year limit, all Years of Service, including future Years of Service, shall be counted.
 - (b) Year of Service:
 - (1) A year of service is credited for each year in which an employee works 1,000 hours.
 - (2) A break in service shall occur when employee works 500 hours or less, unless break is approved leave of absence not in excess of one year, approved military service, period of disability or transfer to related employer.
 - (3) Service prior to break in service is not credited if not vested and if years of service less than or equal to consecutive one-year breaks.
 - (4) No maximum years of Credited Service.
 - (c) Surviving Spouse: One year marriage requirement imposed.
4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of age 65.
 - (b) Benefit: The Accrued Benefit at Normal Retirement Date.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

5. Early Retirement Benefit:

- (a) Eligibility: Completion of 10 years Credited Service and attainment of age 55.
- (b) Benefit: The Accrued Benefit at early retirement date, reduced by one-fifteenth for each of the first 5 years and one-thirtieth (0.0333) for each of the next 5 by which the first benefit payment precedes Normal Retirement Date.

6. Postponed Retirement:

- (a) Eligibility: At the request of the employee.
- (b) Benefit: The Accrued Benefit determined at date of postponed retirement.

7. Vested Benefit:

- (a) Eligibility: Fully vested when one of the following occurs:
- (1) Attain age 65.
 - (2) Qualify for disability retirement.
 - (3) Completes 5 years of service under this or another Plan.
- (b) Benefit Payable at Normal Retirement Date: Accrued Benefit at date of termination.
- (c) Early Commencement of Benefit: After attainment of age 55, the benefit in 7(b) is payable upon request, reduced in the same manner as the early retirement benefit.

8. Disability:

- (a) Eligibility: Completion of 5 years Credited Service.
- (b) Benefit: The Accrued Benefit as of the first day of the month following last earned wages, reduced by one-fifteenth (.0667) for each of the first 5 years and one-thirtieth (.0333) for each of the next 5 years by which the first benefit payment precedes Normal Retirement Date, and reduced by an actuarially equivalent amount for each additional year.

9. Survivor's Benefit:

- (a) Eligibility: Vested employees and retirees who have elected the Survivor Benefit option and who have been married at least one year.

(b) Amount of Benefit Payable to Surviving Spouse:

- (1) Active Vested, Terminated Vested and Disabled Employees Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 50% of the Accrued Benefit the employee would have received had he retired the day of his death.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (2) Retired Employees: Monthly Survivor Benefit shall be equal to 50% or 100% of benefit for which retiree was eligible.
 - (3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:
Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the Employee would have been entitled to had he terminated on the earlier of his termination date or date of death, survived to early retirement date and begun receiving that day, and died the next day.
 - (c) Reduction: Pension Benefits payable to Surviving Spouse shall be actuarially reduced for pre-retirement period that such an annuity was in effect.
 - (d) Duplication Clause: There shall be no duplication of pension benefits under this Plan and for any other plan of Dana Corporation.
 - (e) Revocation of Election: Election of Survivor Benefit shall be voided if either employee or Surviving Spouse dies before effective date of election.
- 10. Employee Contributions: None.
- 11. Form of Benefit:
 - (a) Normal Form: 10 years Certain and Life Annuity.
 - (b) Optional Forms: Straight Life Annuity.
100%, 50% (per (9) above) Joint and Survivor Annuity.
Level Income Option.
Lump Sum Distribution.
Any other actuarially equivalent, mutually satisfactory option..
 - (c) Conversion basis: 417(e) applicable mortality table, prior year November applicable interest rates

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Amended and restated effective January 1, 1989. Latest amendment effective March 28, 2005.

2. Eligibility for Participation: All hourly employees of Everflex Products represented by the New England Joint Board, Retail, Wholesale and Department Store Union, AFL-CIO.

3. Definitions:
 - (a) Accrued Benefit: The Basic Benefit times years of Benefit Service payable monthly.

 - (b) Basic Benefit: \$11.00 for terminations on or after February 6, 1995.

 - (c) Benefit Service:
 - (1) Employees with less than 10 years of Vesting Service prior to January 1, 1986 will accrue all Service in the new Plan.

 - (2) Employees with more than 10 years Vesting Service prior to January 1, 1986 will earn Benefit Service under this plan beginning January 1, 1986. Participants will accrue a \$7.45 monthly benefit for each year of Benefit Service earned prior to January 1, 1986 under the Prior Plan.

 - (3) Commencing January 1, 1986, participants earn Benefit Service each Plan Year equal to their hours of service during the Plan Year to 1,560. Based on the following table:

<u>Hours</u>	<u>Months of Credited Service</u>
999 or less	0
1000-1091	7
1092-1247	8
1248-1403	10
1404-1559	11
1560 or more	12

 - (4) Benefit Service earned during period of re-employment following termination or retirement shall be reflected in a redetermined Accrued Benefit. Future benefit, however, is offset by actuarial equivalent of benefits previously paid.

 - (5) Employee retiring under the Plan also receives Benefit Service for eligibility for all service with the Corporation.

 - (6) Maximum Benefit Service of 30 years for retirement; 25 years for deferred vested.

 - (7) Accumulation of up to 6 months of Benefit Service while on layoff or other approved leave of absence.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

- (d) Vesting Service:
 - (1) Prior to January 1, 1976: Aggregate period of covered employment.
 - (2) On or after January 1, 1976: Each Plan Year credited with 1,000 or more Hours of Service.
- (e) Surviving Spouse: One year marriage requirement imposed.
- 4. Normal Retirement Benefit:
 - (a) Eligibility: Attainment of age 65.
 - (b) Benefit: The Accrued Benefit determined at Normal Retirement Date.
- 5. Early Retirement Benefit:
 - (a) Eligibility: Attainment of age 55 and 10 or more years of Vesting Service.
 - (b) Benefit: The Accrued Benefit determined at early retirement, reduced by .4% for each month before normal retirement.
- 6. Postponed Retirement Benefit:
 - (a) Eligibility: At the request of the employee.
 - (b) Benefit: The Accrued Benefit determined at date of postponed retirement.
- 7. Vested Benefit:
 - (a) Eligibility: Completion of 5 or more years of Vesting Service. For this section, Vesting Service includes all service with the Corporation.
 - (b) Benefit Payable at Normal Retirement Date: The Accrued Benefit determined at date of termination based on Benefit Service not to exceed 25 years.
 - (c) Early Commencement of Benefit: Eligible after completion of 5 or more years of Vesting Service. The payable at Normal Retirement Date, actuarially reduced for early commencement.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

8. Disability Benefit:

- (a) Eligibility: All employees who become disabled after attaining both age 50 and 10 or more years of Vesting Service.
- (b) Benefit: The Accrued Benefit determined at date of disability, payable no sooner than the 7th month of disability, based on Benefit Service to date of disability not to exceed 25 years.

9. Temporary Benefit: None.

10. Supplemental Benefits: None.

11. Survivor's Benefit:

- (a) Eligibility: Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year.

(b) Amount of Benefit Payable to Surviving Spouse:

(1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:

Monthly Survivor Benefit shall be equal to 50% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.

(2) Retirement Employees:

Monthly Survivor Benefit shall be equal to the percentage of benefit that the retiree has elected, if a Joint and Survivor Option was chosen. Benefit payment begins on the first day of the month following the date of death.

(3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:

Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date of date or death, survived to early retirement date and had begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

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|------------------------------------|--|
| (c) <u>Reduction:</u> | Pension benefit of retiree is reduced actuarially for Survivor Benefit Option. |
| (d) <u>Revocation of Election:</u> | Election of Survivor Benefit shall be voided if either employee or Surviving Spouse dies before effective date of election. |
| 12. <u>Employee Contributions:</u> | None. |
| 13. <u>Form of Benefit:</u> | |
| (a) <u>Normal Form:</u> | Single: Life Annuity
Married: 50% Joint and Survivor Option. Conversion factor is based on UP84 Unisex + 1, 7%. |
| (b) <u>Optional Forms:</u> | Life Annuity, 66-2/3% or 100% Joint and Survivor Option, 5 or 10 year Certain and Life Annuity. Conversion factors are based on UP84 Unisex + 1, 7%. |
| 14. <u>Medicare Benefit:</u> | None. |

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date of Plan: Established February 7, 1997. Last amendment effective March 28, 2005.
2. Eligibility for Participation: All employees within the bargaining unit (International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (U.A.W.), Local 221).
3. Definitions:
 - (a) Accrued Benefit: The Basic Benefit times years of Credited Service since February 7, 1997.
 - (b) Basic Benefit: \$22.00 for terminations after February 7, 1997.
 - (c) Credited Service:

Prior to February 7, 1997: As earned under the SPX Rochester Plan.

On or After February 7, 1997:

Any calendar year in which the employee has 1,800 or more hours shall be counted as one year of Credited Service. If employee has less than 1,800 hours, a proportionate credit will be given according to the following schedule:

<u>Credited Hours</u>	<u>Credit Service</u>
0	None
1 - 180	1/10 of a year
180.1 - 360	2/10 of a year
360.1 - 540	3/10 of a year
540.1 - 720	4/10 of a year
720.1 - 900	5/10 of a year
900.1 - 1,080	6/10 of a year
1,080.1 - 1,260	7/10 of a year
1,260.1 - 1,440	8/10 of a year
1,440.1 - 1,620	9/10 of a year
1,620.1 or more	one year

- (d) Normal Retirement Date: The first day of the month following or coinciding with attainment of age 65 and fifth anniversary.
4. Normal Form of Benefit Payment:
 - (a) Single Employees and Employees Married Less than One Year: Straight Life Annuity.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (cont.)

- (b) All Others: 95% of the retirement income payable to the employee during his lifetime (adjusted if the spouse's age differs more than 5 years from the employee's) with 55% of such reduced amount payable to his Surviving Spouse after his death.

5. Normal Retirement Benefit:

- (a) Eligibility: Attainment of Normal Retirement Date.
(b) Benefit: The Accrued Benefit determined at Normal Retirement Date.

6. Early Retirement Benefit:

- (a) Eligibility:
- (1) Attainment of age 57 and 10 or more years of Credited Service.
 - (2) Attainment of age 55 and age plus Credited Service equals 85 or more;
 - (3) 30 or more years of Credited Service.
- (b) Benefit: The Accrued Benefit determined at date of early retirement, multiplied by the following:

<u>Age</u>	<u>Early Retirement Percentage</u>	<u>Age</u>	<u>Early Retirement Percentage</u>
47	30.4	55	57.9
48	32.8	56	63.5
49	35.4	57	69.4
50	38.3	58	75.2
51	41.5	59	80.8
52	45.0	60	86.7
53	48.9	61	93.3
54	53.2	62 and over	100.0

Provided that:

Pension benefit will be unreduced for age after age 62 for employee retiring with 30 or more years of Credited Service.

- (c) Special Early Retirement: If a plant closes and an employee is eligible for early retirement, he will retire with an unreduced Accrued Benefit. The employee will also receive a temporary benefit of \$300 per month until he attains age 65.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (cont.)

7. Supplemental Benefit:

- (a) Eligibility: An employee who retires under the Normal, Early or Disability provisions and who:

- (1) Agrees to restrict participation in the work force before age 62;
- (2) Files for a pension within 2 years of the last day worked for the Corporation; and
- (3) Falls into benefit categories in 7(b) below.

(b) Benefit:

(1) Early Retirement Supplement:

- (i) Payable until age 62 to those retiring before age 62 with 30 or more years of Credited Service;
- (ii) The amount which when added to the regular plan benefit equals the applicable "floor." The floor equals \$1,000 for terminations on or after August 17, 1996, prior to age 62. The floor is reduced by any reduction due to election of survivor option.

(2) Interim Supplement:

- (i) Payable until age 62 to those retiring with the sum of age and Credited Service totaling 85 or more;
- (ii) The benefit is \$9.00 times years of Credited Service reduced for early retirement.

(c) Restrictions:

- (1) Earnings Test: \$10,000.
- (2) Maximum Monthly Pension Amount: Pension plus Supplement cannot exceed 70% of final base pay.
- (3) Reductions Applicable to Supplements: This Supplement is not payable to retirees eligible for either a temporary benefit or Primary Insurance Benefit.

8. Postponed Retirement Benefit:

- (a) Eligibility: At the request of the employee.
- (b) Benefit: The Accrued Benefit determined at the date of postponed retirement.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (cont.)

9. Vested Benefit:

- (a) Eligibility: Completion of 5 or more years of Credited Service.
- (b) Benefit Payable at Normal Retirement Date: The Accrued Benefit determined at date of termination, without scheduled increases.
- (c) Early Commencement of Benefit: The Accrued Benefit determined at date of early retirement, multiplied by the following:

<u>Age</u>	<u>Early Retirement Percentage</u>	<u>Age</u>	<u>Early Retirement Percentage</u>
47	30.4	55	57.9
48	32.8	56	63.5
49	35.4	57	69.4
50	38.3	58	75.2
51	41.5	59	80.8
52	45.0	60	86.7
53	48.9	61	93.3
54	53.2	62 and over	100.0

10. Disability Benefit:

- (a) Eligibility: An employee who becomes disabled after attaining 10 or more years of Credited Service.
- (b) Benefit: Accrued benefit determined at date of disability plus a temporary benefit of \$300 per month, payable until employee becomes eligible for a Social Security benefit.

11. Survivor's Benefit:

- (a) Eligibility: Former and active vested employees and retirees who have elected the Normal Form of the Survivor Benefit and who have been married at least one year.
- (b) Amount of Benefit Payable to Surviving Spouse:
- (1) Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement: Monthly Survivor Benefit shall be equal to 55% of the Accrued Benefit the employee would have received had he retired the day before his death. Benefit payment begins on the first day of the month following the date of death.
- (2) Retired Employees: Monthly Survivor Benefit shall be equal to 55% of benefit for which retiree was eligible. Benefit payment begins on the first day of the month following the date of death.
- (3) Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:

SUMMARY OF PLAN PROVISIONS

Monthly Survivor Benefit shall be equal to 50% of the monthly benefit to which the employee would have been entitled had he terminated on the earlier of his termination date or date of

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (cont.)

death, survived to early retirement date and had begun receiving benefits that day, and died the next day. Benefit payment begins on early retirement date.

(c) Benefit Increases:

Monthly Survivor's Benefits reflect increases applicable to living retirees.

(d) Duplication Clause:

Survivor Benefit not payable concurrently with group insurance Transition or Bridge Benefits.

(e) Reduction:

An employee who elects the Survivor's Benefit receives 95% of Accrued Benefit during his lifetime in order to provide for the Surviving Spouse. This percentage (95%) shall be adjusted .5% for each year that the spouse's age differs from the employee's age by more than 5 years.

12. Employee Contributions: None.

13. Optional Forms of Benefit: Straight Life Annuity.
Survivor's Benefit (as described above). Conversion factor is .95 +/- .5% for age differences over five years, limited to 100%

14. Special Age Benefit:

(a) Eligibility: Retired participant and his/her spouse receiving benefits following normal, early, or disability (but not deferred vested) retirement.

(b) Benefit: \$13.95 per month after age 65, or earlier eligibility if receiving Social Security disability benefits for at least 24 months.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. History and Effective Dates:

The Dana Automotive Aftermarket Group Salaried Plan is a successor to Echlin Inc. Plan and the Pension Plan of the Echlin Manufacturing Company, which became effective January 1, 1964, and the Pension Plan of Automotive Controls Corp. at Independence, Kansas, which became effective September 1, 1970. The prior plans covered hourly and salaried employees of the following participating divisions:

<u>Prior Plan</u>	<u>Participating Divisions Covered</u>
Pension Plan of the Echlin Manufacturing Company	▪ Echlin Corporate Staff - Automotive Controls Corp. at Branford, Connecticut - Brake Parts Company
Pension Plan of Automotive Controls Corp. at Independence, Kansas	▪ Automotive Controls Corp. at Independence, Kansas

The Hourly and Salaried Plans became effective on January 1, 1976. Since then the following amendments have been made to the Plans:

- Effective January 1, 1978, compliance with final ERISA regulations.
- Effective January 1, 1979, compliance with 1978 amendments to the ADEA.
- Effective January 1, 1980, increase of pensions payable to existing pensioners and beneficiaries up to a maximum of 30%.
- Changed the early retirement factors and extended coverage to employees of Sensor Engineering Company.
- Amendment to the Salaried Plan, introducing a “good boy” requirement and provided for recognition of the pre-acquisition service of employees of Lift Parts Manufacturing Company.
- Effective January 1, 1981, coverage was extended to the employees of Roto-Master, Inc.
- Effective during 1981, the Salaried Plan coverage was extended to Salaried employees of BWD Corporation and Ballwin-Washington, Inc. (acquired from Borg-Warner) and to Salaried employees of Mechanex Corporation (acquired for Tenneco).
- Effective June 29, 1982, accrued benefits of the active employees at the Chicago Facilities of Peerless Instrument Company and the employees who transferred from Peerless (Chicago) to the Cherryvale Facilities of Peerless Instrument Company were fully vested.

SUMMARY OF PLAN PROVISIONS

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- Effective during 1982, there was the extension of Salaried Plan coverage to Salaried employees of the Midland Brake, Inc. location acquired from Midland-Ross.
 - Effective during 1982, Merger of the Midland Brake Corporation Morganton Hourly Pension Plan into the Hourly Plan.
 - Effective January 1, 1985 for Salaried employees, changes needed by the Retirement Equity Act, the Tax Equity and Fiscal Responsibility Act, and recent regulations and Revenue Rulings.
 - Effective January 1, 1985 for Salaried employees, removed 33% maximum benefit cap.
 - Effective January 1, 1985 for Salaried employees, added Supplement for Blackstone.
 - Effective January 1, 1985 for Salaried employees, name changed to the Pension Plan for Echlin Inc. Salaried Employees.
 - Effective January 1, 1985 for Hourly employees, changes needed by the Retirement Equity Act, the Tax Equity and Fiscal Responsibility Act, and recent regulations and Revenue Ruling.
 - Effective January 1, 1985 for Hourly employees, benefits improved for Automotive Controls Corporation, Independence, Kansas employees.
 - Effective January 1, 1985 for Hourly employees, added Supplement for Ace Electric Company, Columbus, Kansas employees.
 - Effective January 1, 1985 for Hourly employees, name changed to the Pension Plan for Echlin Inc. Hourly Paid Employees.
 - Effective during 1985, the Hourly Members of Mechanex Corporation were merged into the Echlin Hourly Plan.
 - Effective April 7, 1985, Salaried Plan coverage was extended to include salaried employees of Lipe.
 - Effective January 1, 1986, Salaried Plan coverage was extended to include Salaried employees of Lipe and Double Wharf Corporations.
 - Effective January 1, 1987, Hourly Plan coverage was extended to include Hourly Union and Non-Union employees of Lipe.
 - Effective January 1, 1986, Salaried and Hourly Plan coverage was extended to include Continental Hose.
 - Effective May 15, 1986, Salaried Plan coverage was extended to include Buchanan Metalform Products.

SUMMARY OF PLAN PROVISIONS

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- Effective January 1, 1987, the vesting requirement was changed from 10 years to 5 years and the minimum benefit was increased from \$60 per year to \$120.
 - Effective January 1, 1987, the maximum benefit in the Hourly Plan was raised from \$7,000 to \$8,000.
 - Effective January 1, 1988, Salaried and Hourly Plan coverage was extended to include Broken Arrow (Ajax).
 - Effective December 31, 1987, the BWD Franklin Park Pension Plan was merged with the Hourly Plan.
 - Effective January 1, 1988, benefit amounts for participants retiring after their Normal Retirement Dates will be calculated using service and final average earnings at the actual retirement date.
 - Effective January 1, 1998, employees hired after age 60 are eligible for the plans.
 - Effective December 31, 1998, the Echlin Inc. Pension Plan for Hourly Paid Employees was merged into the Echlin Inc. Pension Plan for Salaried Employees.
 - Effective January 1, 1989, the Hourly Plan removed the maximum benefit cap.
 - Effective January 1, 1989, the Plan was extended to include Salaried and Hourly paid employees of Beck Arnley Worldparts Corporation.
 - Effective January 1, 1989, the Plan was extended to include Salaried employees of Prattville Manufacturing.
 - Effective January 1, 1989, the Plan was extended to include Salaried employees of Ace Special Products Division.
 - Effective January 1, 1989, compensation for benefit purposes is capped at \$200,000 as required by the Tax Reform Act of 1986 (TRA '86).
 - Effective December 31, 1989, the Pension Plan for Echlin Inc. Employees of Puerto Rico was merged into the Pension Plan for Echlin Inc. Employees.
 - Effective December 31, 1989, the Pension Plan for Brake Systems, Inc. Hourly Paid and Salaried Employees was merged into the Pension Plan for Echlin Inc. Employees.
 - Effective December 31, 1989, the Buchanan Metalform Products, Inc. Bargaining Employees Retirement Plan was merged into the Pension Plan for Echlin Inc. Employees.
 - Effective during 1990, the formula for normal retirement benefits was changed to comply with TRA '86 retroactive to January 1,
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SUMMARY OF PLAN PROVISIONS
1989.

- Effective March 1, 1990, the Plan was extended to include Salaried employees of Digital Fuel Injection Inc.
- Effective September 25, 1991, the Plan was extended to include Salaried employees of Injection Research Specialists, Inc.
- Effective December 31, 1992, the Sprague Devises, Inc. Pension Plan was merged into the Pension Plan for Echlin Inc. Employees.
- Effective January 1, 1995, compensation for benefit purposes is capped at \$150,000 as required by OBRA '93.
- Effective July 1, 1995, the Plan was extended to the employees of Ristance Corporation, retroactive to January 1, 1995.
- Effective January 1, 1996, the Plan was extended to the employees of Tekonsha Accu Power, BPI Stanford and EPIC.
- Effective January 1, 1996, benefits were increased for retirees and beneficiaries retired prior to January 1, 1989 based on inflation since retirement date.
- Effective January 1, 1997, the Plan was extended to the employees of BPI Winchester.
- Effective January 1, 1997, the maximum IRS compensation and benefit limits were increased to \$160,000 and \$125,000, respectively.
- Effective October 1, 1997, Ace Columbus was sold and became a closed division.
- Effective June 2, 1997, the Plan was extended to the employees of AIMCO Amherst (Tonawanda), AIMCO Florence and AIMCO Auburn Hills.
- Effective January 1, 1998, the maximum IRS benefit limits was increased to \$130,000.
- Effective January 1, 1998, the Plan was extended to employees of Pacer RAM Products.
- Effective January 1, 1999, the Plan was extended to employees of Friction Inc. Chowchilla, Friction Inc. Dallas Reman, Friction Inc. Fredericksburg, BPI Cuba, CSVG North Carolina, Mr. Gasket Carson City, Mr. Gasket Cleveland, and the Bargman Company.
- Effective January 1, 2000, the maximum IRS compensation and benefit limits were increased to \$170,000 and \$135,000, respectively.
- Effective January 1, 2001, the maximum IRS benefit limits was increased to \$140,000.

SUMMARY OF PLAN PROVISIONS

- Effective January 1, 2002, the maximum IRS compensation and benefit limits were increased to \$200,000 and \$160,000, respectively.
 - Effective January 1, 2004, the maximum IRS compensation and benefit limits were increased to \$205,000 and \$165,000, respectively.
 - Effective January 1, 2005, the maximum IRS compensation and benefit limits were increased to \$210,000 and \$170,000, respectively.
 - Effective March 28, 2005, the small sum cashout limit was changed to \$1,000.
 - Effective January 1, 2006, the maximum IRS compensation and benefit limits were increased to \$220,000 and \$175,000, respectively.
 - Effective January 1, 2007, the maximum IRS compensation and benefit limits were increased to \$225,000 and \$180,000, respectively.
 - Effective June 30, 2007, benefit accruals are frozen.
2. Plan Year: The calendar year.
3. Employees Covered:
- (a) Salaried: Regular full-time salaried employees at participating locations.
- (b) Hourly: Regular full-time hourly employees at participating locations not covered by a collective bargaining agreement.

<u>Participating Divisions</u>	<u>Participating Division's Effective Date</u>
Accurate Parts (closed) at Kokomo	07/09/87
Ace Electric Company, Inc. (closed) at Columbus, KS (salaried employees only)	01/01/80
Ace Electric Company, Inc. (closed) at Columbus, KS (hourly employees only)	01/01/85
Ace Electric Company, Inc. at Kansas City, MO (salaried and hourly employees)	01/01/78
AIMCO at Tonawanda, NY (salaried employees only)	06/02/97
at Florence, KY (salaried and hourly employees)	
at Auburn Hills, MI (salaried employees only)	
Automotive Controls Corporation at Branford, CT	01/01/64
at Independence, KS	09/01/70

SUMMARY OF PLAN PROVISIONS

Bargman Company	01/01/99
Beck/Arnley Worldparts Corporation at Nashville, TN	01/01/89
Blackstone Manufacturing Co., Inc. at Chicago, IL (salaried employees only)	01/01/85
Brake Parts Inc. at Litchfield, IL, McHenry, IL, and Elmhurst, IL	01/01/64
Brake Parts Inc. at Cuba	01/01/99
Brake Parts at Stanford, KY	01/19/96
Brake Parts at Winchester, KY	01/01/97
Brake Systems, Inc. (closed) at Stratford, CT	03/18/85
Buchanan Metalforms, Inc. (closed) (salaried employees only)	05/15/86
Buchanan Metal Forms, Inc. (closed) (hourly employees only)	05/15/86
BWD Automotive Corporation at Franklin Park, IL (hourly employees only)	01/01/88
BWD Automotive Corporation at Franklin Park, IL and Ottawa, IL (salaried employees only)	07/14/81
Echlin/BWD Sales International at Medley, IL (International Group)	07/14/81
Continental Hydraulic Hose Corporation at Upper Sandusky, OH	01/01/86
CSVG at North Carolina	01/01/99
Digital Fuel Injection Inc. at Wixom, MI (salaried employees only)	03/01/90
Double Wharf Corporation at Branford, CT (salaried employees only)	01/01/87
Echlin Inc. Corporate Staff at Branford, CT	01/01/64

SUMMARY OF PLAN PROVISIONS

Echlin Ponce Inc. at Ponce, PR	01/01/85
EPIC Inc. at Auburn Hills, MI, Kendallville, IN, Dover, OH (salaried employees only) Angola, IN, and Archbold, OH	01/01/96
Friction Materials, Inc. (closed) at Lawrence, MA (salaried employees only)	10/18/86
Friction Inc. at Chowchilla at Dallas Reman at Fredericksburg	01/01/99
Hydraulics, Inc. at McHenry, IL and Litchfield, IL	01/01/64
Injection Research Specialists, Inc. at Washington, MO (salaried employees only)	09/25/91
Lift Parts Mfg. Co., Inc. (closed) at Des Plaines, IL (salaried employees only)	01/01/81
Lipe Corporation (closed) at Syracuse, NY (salaried and hourly employees)	04/07/85
Midland Brake, Inc. at Kansas City, MO	10/09/90
Midland Brake, Inc. at Iola, KS (salaried and hourly employees)	01/01/78
Midland Brake, Inc. at Owosso, MI, and Paris, TN (salaried employees only)	08/30/82
Midland Brake, Inc. at Marion, NC (salaried employees only)	01/01/86
Midland Brake, Inc. at Broken Arrow, OK	01/01/88
Mr. Gasket at Carson City at Cleveland	01/01/99
Pacer Industries, Inc. (closed) at Washington, MO (salaried employees only)	07/14/81
Pacer Industries, Inc. at Pensacola, FL	07/14/81
Pacer RAM Products	

SUMMARY OF PLAN PROVISIONS
(salaried and hourly employees)

01/01/98

Prattville Manufacturing, Inc at Prattville, AL (salaried employees only)	01/01/87
Ristance Corporation at Mishawaka, IN	07/01/95 ⁽¹⁾
Sensor Engineering Company at Hamden, CT	01/01/80
Sierra Inc. at Litchfield, IL	01/01/64
Special Products Division at Livonia, MI (salaried employees only)	01/01/89
Sprague Controls at Camby, OR	01/01/93
Sprague Devices, Inc. at Michigan City, IN	01/01/93
Tekonsha Engineering Company at Tekonsha, MI	09/30/76
at Pinebluff, AK	01/02/96
Vera Import Parts (closed) at Piscataway, NJ (salaried employees only)	01/19/90

⁽¹⁾ Retroactive to January 1, 1995.

4. Credited Service:

For periods of employment with Echlin prior to January 1, 1976, an employee's credited service will be equal to his continuous uninterrupted employment as of January 1, 1976. For periods of employment after December 31, 1975, an employee's credited service will equal the sum of the years of credited service credited to him for each Plan Year beginning after December 31, 1975. The years of credited service credited to an employee for a Plan Year beginning after December 31, 1975, is determined as follows:

If the employee's hours of service during the Plan Year are:	Then he is credited with the following number of years of Credited Service for the Plan Year:
Less than 1,000	0
1,000	½
1001 – 1,500	¾
1,501 and above	1

Credited service is subject to a maximum of 30 years.

5. Year of Vesting Service:

An employee is credited with one year of vesting service for each Plan Year for which he is credited with at least 1,000 hours of service.

SUMMARY OF PLAN PROVISIONS

6. Exclusion of Prior Service: Employees of certain participating divisions are subject to limitations on the amount of preacquisition service (i.e., service rendered prior to the division's acquisition by Echlin Inc.) which will be recognized for purposes of the Plan. A summary of these limitations follows:

<u>Participating Division</u>	<u>Service Rendered Before the Following Date is Excluded in Determining:</u>		
	<u>Eligibility Service</u>	<u>Vesting Service</u>	<u>Credited Service</u>
Accurate Parts (closed) at Kokomo	No Exclusion	No Exclusion	07/09/87
Ace Electric Company, Inc. (closed) at Columbus, KS (salaried employees only)*	No Exclusion	No Exclusion	001/01/80
Ace Electric Company, Inc. (closed) at Columbus, KS (hourly employees only)*	No Exclusion	No Exclusion	01/01/85
Ace Electric Company, Inc. at Kansas City, MO (salaried and hourly employees)	No Exclusion	No Exclusion	03/31/70
AIMCO at Tonawanda, NY at Florence, KY at Auburn Hills, MI	No Exclusion	No Exclusion	06/02/97
Automotive Controls Corporation at Branford, CT at Independence, KS	No Exclusion	No Exclusion	Date of Hire
Bargman Company	No Exclusion	No Exclusion	01/01/99
Beck/Arnley Worldparts Corporation at Nashville, TN	No Exclusion	No Exclusion	01/01/89
Blackstone Manufacturing Company, Inc. at Chicago, IL (salaried employees only)	No Exclusion	No Exclusion	
Brake Parts Inc. at Cuba	No Exclusion	No Exclusion	01/01/99
Brake Parts Inc. at Litchfield, IL, McHenry, IL, and Elmhurst, IL	No Exclusion	No Exclusion	Date of Hire
Brake Parts Inc. at Stanford, KY	No Exclusion	No Exclusion	01/01/96
Brake Parts Inc. at Winchester, KY	No Exclusion	No Exclusion	01/01/97
Brake Systems, Inc. (closed) at Stratford, CT	No Exclusion	No Exclusion	03/18/85

SUMMARY OF PLAN PROVISIONS

Buchanan Metalforms, Inc. (closed) (salaried employees only)	No Exclusion	No Exclusion	05/15/86
Buchanan Metal Forms, Inc. (closed) (hourly employees only)	No Exclusion	No Exclusion	***
BWD Automotive Corporation at Franklin Park, IL (hourly employees only)	No Exclusion	No Exclusion	***
BWD Automotive Corporation at Franklin Park, IL (salaried employees only)*	No Exclusion	No Exclusion	07/14/81
BWD Automotive Corporation at Ottawa, IL (salaried employees only)	No Exclusion	No Exclusion	07/14/81
Echlin/BWD Sales International at Medley, IL (International Group)*	No Exclusion	No Exclusion	07/14/81
Continental Hydraulic Hose Corporation at Upper Sandusky, OH**	No Exclusion	No Exclusion	01/01/86
CSVG at North Carolina	No Exclusion	No Exclusion	01/01/99
Digital Fuel Injection Inc. at Wixom, MI (salaried employees only)	No Exclusion	No Exclusion	03/01/90
Double Wharf Corporation at Branford, CT (salaried employees only)	No Exclusion	No Exclusion	Date of Hire
Echlin Inc. Corporate Staff at Branford, CT	No Exclusion	No Exclusion	Date of Hire
Echlin Ponce Inc. at Ponce, PR**	No Exclusion	No Exclusion	01/01/85
EPIC Inc. at Auburn Hills, MI, Kendallville, IN, Dover, OH (salaried employees only) Angola, IN, and Archbold, OH	No Exclusion	No Exclusion	01/01/96
Friction Inc. at Chowchilla at Dallas Reman at Fredericksburg	No Exclusion	No Exclusion	01/01/99
Friction Materials, Inc. (closed) at Lawrence, MA (salaried employees only)	No Exclusion	No Exclusion	10/18/86
Hydraulics, Inc. at McHenry, IL and Litchfield, IL	No Exclusion	No Exclusion	Date of Hire

SUMMARY OF PLAN PROVISIONS

Injection Research Specialists, Inc. at Washington, MO (salaried employees only)	No Exclusion	No Exclusion	09/25/91
Pacer RAM Products	No Exclusion	No Exclusion	01/01/98
Lift Parts Mfg. Company, Inc. (closed) at Des Plaines, IL (salaried employees only)*	01/01/76	03/31/73	03/31/73
Lipe Corporation (closed) at Syracuse, NY (salaried employees only)	No Exclusion	No Exclusion	04/07/85
Lipe Corporation (closed) at Syracuse, NY (hourly employees only)	No Exclusion	No Exclusion	***
Midland Brake, Inc. at Kansas City, MO	No Exclusion	No Exclusion	Date of Hire
Midland Brake, Inc. at Iola, KS (salaried and hourly employees)	No Exclusion	No Exclusion	01/31/71
Midland Brake, Inc. at Owosso, MI, and Paris, TN (salaried employees only)*	No Exclusion	No Exclusion	08/30/82
Midland Brake, Inc. at Marion, NC (salaried employees only)	No Exclusion	No Exclusion	Date of Hire
Midland Brake, Inc. at Broken Arrow, OK	No Exclusion	No Exclusion	12/01/82
Mr. Gasket at Carson City at Cleveland	No Exclusion	No Exclusion	01/01/99
Pacer Industries, Inc. (closed) at Washington, MO (salaried employees only)*	No Exclusion	No Exclusion	07/14/81
Pacer Industries, Inc. at Pensacola, FL	No Exclusion	No Exclusion	Date of Hire
Pacer RAM Products (salaried and hourly employees)	No Exclusion	No Exclusion	01/01/98
Prattville Manufacturing, Inc. at Prattville, AL (salaried employees only)	No Exclusion	No Exclusion	01/01/87
Ristance Corporation at Mishawaka, IN**	No Exclusion	No Exclusion	01/01/95
Sensor Engineering Company at Hamden, CT	No Exclusion	No Exclusion	Date of Hire
Sierra Inc. at Litchfield, IL	No Exclusion	No Exclusion	Date of Hire

SUMMARY OF PLAN PROVISIONS

Special Products Division			
at Livonia, MI (salaried employees only)	No Exclusion	No Exclusion	01/01/89
Sprague Controls at Camby, OR	No Exclusion	No Exclusion	01/01/93
Sprague Devices, Inc. at Michigan City, IN	No Exclusion	No Exclusion	01/01/93
Tekonsha Engineering Company at Tekonsha, MI	No Exclusion	No Exclusion	10/15/76
at Pinebluff, AK	No Exclusion	No Exclusion	01/02/96
Vera Import Parts (closed) at Piscataway, NJ (salaried employees only)	No Exclusion	No Exclusion	01/19/90

* See below for a description of special preacquisition benefits for employees of these participating divisions.

** Special preacquisition service available.

*** See below for separate schedule of benefits.

SUMMARY OF PLAN PROVISIONS

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7. Annual Earnings: An employee's annual earnings for a Plan Year is the total compensation paid to him by the Company and all participating divisions and reported on his Form W-2, including discretionary bonuses but excluding the cost of any fringe benefits provided by the Company or any participating division and excluding any imputed income. Annual earnings also include salary reduction amounts to any plans sponsored by the Company. Annual earnings excludes Performance Unit Plan payments.
8. Final Average Earnings: An employee's final average earnings is the average of his annual earnings during the highest 5 consecutive calendar year period with the 10 consecutive calendar year period ending on the December 31 immediately preceding or coincident with his death, retirement, or termination of employment.
9. Social Security Covered Compensation: The Social Security Covered Compensation for an employee is the average of the maximum Social Security taxable wage bases for the 35 years up to and including the year the employee attains age 65. For an employee who terminates prior to age 65, the wage base remains constant forward from the year of termination.
10. Participation Requirements: An employee is eligible to become a participant on the first day of the month coincident with or next following the later of attainment of age 21 or completion of one year of eligibility service.
- Special participation requirements exist for certain Participating Divisions.
11. Normal Retirement Benefits:
- (a) Normal Retirement Date: The first day of the month coinciding with or next following attainment of age 65 and completion of five years of vesting service.
12. Annual Pension Benefit: A participant who retires on his normal retirement date will receive an annual pension benefit payable monthly equal to the greater of 1, 2 or 3:
1. \$120 for each year of credited service up to 30 years;
 2. A frozen benefit calculated at 12/31/88 equal to the sum of:
 - (a) The product of (a) the excess of (i) 50% of his Final Average Earnings over (ii) 50% of his Primary Social Security Benefit and (b) the ratio of (i) his years of credited service, up to 30 years, to (ii) 30 years;
 - (b) 0.25% of his final average earnings times his years of credited service in excess of 30, up to a maximum of 10 such excess years (applies only to certain salaried employees of BWD Corporation, Ballwin-Washington, and Mechanex);
 3. (Effective 1/1/89)

The product of (a) (i) 26% of his Final Average Earnings up to his Social Security Covered Compensation level plus (ii) 44% of Final Average Earnings in excess of his Social Security Covered Compensation and (b) the ratio of (i) his years of credited service, up to 30 years, to (ii) 30 years.
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SUMMARY OF PLAN PROVISIONS

13. Postponed Retirement Benefits:

(a) Eligibility requirements: A participant may continue to work beyond his normal retirement date.

14. Annual Pension:

The annual pension benefit payable to a participant who postpones his retirement beyond his normal retirement date will begin on the first of the month coincident with or next following the date he actually retires and will be equal to the annual amount calculated as of that date.

15. Early Retirement Benefits:

(a) Eligibility Requirements: Attainment of age 55 and completion of ten years of vesting service.

(b) Annual Pension Benefit: A participant who retires early will be entitled to receive a deferred annual pension benefit beginning on his normal retirement date equal to the product of 1 and 2:

1. The annual pension benefit to which he would have become entitled at his normal retirement date based on the years of credited service he would have accrued had his employment continued until his normal retirement date and his final average earning as of the date of his early retirement; and
2. The ratio of his years of credited service as of the date of his early retirement and the years of credited service (not limited to 30 years) he would have had at his normal retirement date had his employment continued until his normal retirement date.

A participant who retires early may elect to receive a reduced pension beginning on the first day of any month prior to his normal retirement date. The reduction is equal to .5% for each month that the participant's actual retirement date precedes the participant's normal retirement date.

16. Disability Benefits:

(a) Eligibility Requirements: An employee with 10 or more years of Credited Service who retired by reason of disability on or after March 1, 1968, and prior to reaching Normal Retirement Age.

(b) Annual Pension Benefit \$210.00 times years of Credited Service (maximum of 30 years) less Public Disability Benefits and other benefits.

17. Termination of Employment:

(a) Vesting Requirements: Completion of five years of vesting service.

18. Termination of Employment Prior to Retirement and After Satisfaction of the Vesting Requirement:

A participant whose service is terminated, other than by death or retirement, after he has satisfied the vesting requirement will be entitled to a deferred annual pension benefit, beginning at age 65, calculated according to the same procedure as for early retirement.

If a vested terminated participant has 10 years of service at termination, he will be eligible for an early retirement pension at age 55.

19. Death Benefits:

SUMMARY OF PLAN PROVISIONS

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- (a) Qualified Pre-Retirement If a participant dies prior to retirement but after having a vested benefit,
Survivor Annuity: his spouse will be entitled to a spouse's benefit provided she had been continuously legally married to the participant for a period of at least one year prior to the participant's death. The amount of the spouse's benefit will be 50% of the pension that the participant would have received under the normal form of pension if he had retired at age 55 or death if later. The spouse's benefit is payable on the later of the first of the month following the date the participant reaches age 55, or his death.
- (b) Post Retirement: The only benefits payable on the death of a retired participant are those provided by the form of pension elected by the participant.

SUMMARY OF PLAN PROVISIONS

20. Special Benefits:

(a) Tekonsha Engineering Company:

Former participants in the Tekonsha plan are entitled to the following special benefits:

1. A prior plan pension equal to the life annuity equivalent of the 10 year certain and life benefit accrued by the participant under the prior Tekonsha plan as of October 15, 1976.
2. A special minimum provision under which the participant's total pension (the sum of his Echlin and Tekonsha pensions) is subject to a minimum equal to an amount computed in the same manner as his Echlin plan pension but including preacquisition service as credited service.
3. A minimum termination benefit equal in value to the cash value as of the date of acquisition of the life insurance policies held on the participant's behalf under the prior Tekonsha plan.

21. Ace Electric Company (Kansas City Facility), The Berg Manufacturing Company, and Lift Parts Manufacturing Company – Salaried Plan Only:

Participants who were employed by Ace Electric, Berg, or LPM on the date the division was acquired and who were still active members on January 1, 1978 (January 1, 1981, for participants employed by LPM), may become entitled to pensions based on their preacquisition service. Preacquisition pensions are equal to the excess of (1) the amount of pension computed as though the participant's preacquisition credited service was credited service over (2) the amount of pension based only on the participant's credited service. A participant's preacquisition credited service is the lesser of (1) the elapsed time between the participant's latest date of employment with the division as of the acquisition date and the division's acquisition date or (2) the elapsed time between the division's acquisition date and the participant's normal retirement date. In determining whether a participant is vested in his preacquisition pension, only postacquisition years of service are counted.

22. BWD Corporation, Ballwind-Washington, Inc., Mechanex Corporation, Midland Brake, Inc. – Owosso and Paris Facilities – Salaried Plan Only:

Participants who were employed by one of these division on its acquisition date may become entitled to pensions based on their preacquisition credited service. Preacquisition pensions are equal to the excess of (1) of the amount of pension computed as if the participant's preacquisition credited service was credited service over (2) the amount of pension based only on the participant's credited service, less (3) the pension payable from the plan sponsored by the Company from which Echlin acquired the division. Credited preacquisition service is the amount of preacquisition service recognized in computing the pension from the prior employer's plan.

23. Blackstone Manufacturing Company – Salaried Plan Only:

Participants who were employed by this division prior to January 1, 1985 will earn credit for service prior to January 1, 1985 as they complete service after January 1, 1985. This shall equal the lesser of:

1. The service (if any) between date of hire and January 1, 1985;
2. The participant's credited service after January 1, 1985.

SUMMARY OF PLAN PROVISIONS

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- The participant's normal retirement benefit will be offset by the value of any Echlin paid IRA benefit. This offset is a hypothetical benefit derived from the IRA contribution's made by Echlin for the participant for those years prior to January 1, 1985 which are included in the participant's credited service.
24. ACE Electric Company
(Columbus Facility) –
Salaried Plan Only: Participants who were employed by this division on January 1, 1980 will earn credit for service prior to January 1, 1980 that is part of their continuous uninterrupted employment as of December 31, 1980.
25. ACE Electric Company
(Columbus Facility) –
Hourly Plan Only: Participants who were employed by this division on January 1, 1985 will earn credit for service prior to January 1, 1985 as they complete service after January 1, 1985. This shall equal the lesser of:
1. The service (if any) between date of hire and January 1, 1985;
 2. The participant's credited service after January 1, 1985.
26. Echlin – Ponce Inc.: Participants who were employed by this division on January 1, 1985 will earn credit for service prior to January 1, 1985 as they complete service after January 1, 1985. This shall equal the lesser of:
1. The service (if any) between date of hire and January 1, 1985;
 2. The participant's credited service after January 1, 1985.
27. Lipe Syracuse Union – Hourly
Plan Only: Participants of the Lipe Syracuse Union facility are subject to the following Plan provisions:
1. Credited Service is granted for periods commencing on or after April 7, 1985.
 2. The amount of annual normal retirement pension benefit is \$156 times years and partial years of credited service.
 3. Eligibility for early retirement is on the earlier of age 60 and 10 years of service, age 55 and 25 years of service, and the date on which the sum of age and service equals 85.
 4. The amount of the participant's early retirement benefit is normal retirement benefit based on credited service to actual retirement and reduced .6% for each completed calendar month that the early retirement date precedes age 65 but not age 60, and further reduced .4% for each completed calendar month before age 60. If the participant satisfies the age plus service eligibility for early retirement, the early retirement benefit payable to such participant is not reduced.
 5. The amount of a participant's annual termination benefit is \$156 times credited service to termination. The benefit is payable at age 65. A terminated vested participant may commence benefits at an earlier date that satisfies the early retirement eligibility provisions. Such benefit is reduced as is the early retirement benefit, except that the benefit is also reduced if the participant satisfies the age plus service eligibility provision.
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SUMMARY OF PLAN PROVISIONS

6. A participant with 15 years of service who becomes permanently and totally disabled after his 45th birthday is eligible for a disability pension.
 7. The amount of annual disability pension is \$156 times credited service, reduced by any concurrent benefit payable by any state or federal laws on account of his disability. However, disability benefits under the federal Social Security Act will not serve to reduce the disability pension. The disability pension is payable until the earlier of the date his disability shall end, his normal retirement age, or his death.
28. Continental Hydraulic Hose Corporation: Participants who were employed by this division on January 1, 1986 will earn credit for service prior to January 1, 1986 as they complete service after January 1, 1986. This shall equal the lesser of:
1. The service (if any) between date of hire and January 1, 1986;
 2. The participant's credited service after January 1, 1986.
29. BWD Franklin Park – Hourly Plan Only: Former participants of the BWD Franklin Park Hourly Pension Plan are subject to the following Plan provisions:
1. Credited service up to 30 years maximum is graded based on hours according to the following schedule:

<u>Hours for which Pay is Received During a Plan Year</u>	<u>Months of Credited Service</u>
66 – 198	1
199 – 331	2
332 – 464	3
465 – 597	4
598 – 730	5
731 – 863	6
864 – 996	7
1,130 – 1,262	9
1,263 – 1,395	10
1,396 – 1,528	11
1,529 and above	12

2. Vesting service is the sum of credited service accrued to January 1, 1976, plus, for plan years beginning after December 31, 1975, one year for each plan year during which the participant has 1,000 or more hours of employment.
3. The amount of the annual normal retirement pension benefit is \$105 times credited service.
4. Eligibility for early retirement is age 55 and 10 years of credited service.

SUMMARY OF PLAN PROVISIONS

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5. The amount of the participant's early retirement benefit is normal retirement benefit based on credited service to actual retirement and reduced .6% for each complete month by which the participant's age is less than 65.
 6. The amount of a participant's annual termination benefit is \$105 times credited service to termination. The benefit is payable at age 65. A terminated vested participant may commence his benefit at an earlier date that satisfies the early retirement eligibility provisions. Such benefit is reduced as is the early retirement benefit.
 7. A participant with 5 years of credited service who becomes permanently and totally disabled is eligible for a disability pension.
 8. The amount of monthly disability for months during which the participant is not eligible for Social Security disability benefits is \$17.50 times the participant's credited service as of his disability retirement date. For all other months, \$8.75 times credited service.
 9. A participant may elect to provide a benefit for his spouse if he dies prior to retirement, provided he has completed 5 years of Vesting Service.

Any benefit for which the participant or his spouse becomes eligible after coverage becomes effective is reduced by 0.6% for each complete year of which coverage is in effect.

If coverage is elected and the participant dies, his spouse will receive a pension commencing on the first of the month immediately following the later of (1) the date of the participant's death, or (2) the earlier of the participant's or spouse's 55th birthday. The amount of pension is 50% of the pension that the participant would have received at age 55 or, if greater, his age at date of death, based on the credited service he had accrued to the date of his death.

10. The normal form of payment for retirement benefits is an actuarially reduced 50% joint and survivor annuity if the participant is married at the date payments commence. If the participant is unmarried, his pension will be paid as a single life annuity.

30. Sprague Devises, Inc. and
Sprague Aristo Aire:

Participants who were employed by one of these divisions and who were participants in the former Sprague Devises, Inc. Pension Plan shall have their accrued benefit computed as the greater of:

1. Their accrued benefit at December 31, 1992 under the provisions of the former Sprague Devises Inc. Pension Plan including applicable optional forms and retirement.

SUMMARY OF PLAN PROVISIONS

2. The sum of their accrued benefit at December 31, 1992 under the former Sprague Devices, Inc. Pension Plan plus any benefit accrued under the Pension Plan for Echlin Inc. Employees for credited service since January 1, 1993. The sum shall be reduced in accordance with the optional forms and early retirement provisions of the Pension Plan for Echlin Inc. Employees.

Additionally, participants who retired as of December 31, 1992 under the terms of the former Sprague Devices Inc. Pension Plan will continue to be eligible for the \$2,500 lump sum death benefit to beneficiaries.

31. Buchanan Metal Forms:

Special provisions of the Plan apply to former participants of the Buchanan Metalform Products Inc. Bargaining Employees Retirement Plan. A former participant will receive the vested accrued benefit, if any, determined under the Prior Plan as of the date such Former Participant's termination of employment occurs.

32. Ristance Corporation:

Effective in July 1, 1995, participants who were employed by this division prior to January 1, 1995 will earn credit for service prior to January 1, 1995 as they complete service after January 1, 1995. This shall equal the lesser of:

1. The service (if any) between October 1, 1982 and January 1, 1995;
2. The participant's credited service after January 1, 1995.

33. EPIC Inc.:

The minimum annual pension payable at normal retirement to an hourly or salaried employee of EPIC Inc. is \$180 per year of credited service up to a maximum of 30 years.

34. Forms of Benefit:

Form	Conversion Factor
Life Annuity	N/A
50% J&S	.91 +/- .5% per year age difference, limited to .985
66 2/3% J&S	.885 +/- .6% per year age difference, limited to .975
100% J&S	.836 +/- .8% per year age difference, limited to .956
50% J& Last S	1 +/- 1.3% per year age difference, limited to 1.195
66 2/3% J& Last S	.93 +/- .6% per year age difference, limited to 1.02
5 Yr Certain & Life	.97 + .2%/- .4% age difference from 65, limited to .93/.99
10 Yr Certain & Life	.91 + .5%/- 1.2% age difference from 65, limited to .8/.98
Lump Sum	417(e) mortality, prior year November interest

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date: December 1, 1970. Latest amendment effective March 28, 2005.
2. Plan Year: The calendar year.
3. Employees Covered: Hourly rated employees employed by the BWD Automotive Corporation located at Ottawa, Illinois who are in the bargaining unit represented by District Lodge No. 1880 of the International Association of Machinists and Aerospace Workers.
4. Participation Requirements: Effective January 1, 1985 - age 21 and one year of service during which the employee completes 1,000 Hours of Service.
5. Service:
 - (a) Credited: Effective January 1, 1976, one month for each 150 Hours of Service during a plan year, up to a maximum of 12 months for 1,800 or more hours. Prior to December 1, 1981, credited service was subject to a maximum of 25 years. After November 30, 1981, credited service is subject to a maximum of 30 years.
 - (b) Vesting: Prior to January 1, 1976, a year for each year an Employee was entitled to Credited Service. For plan years beginning after December 31, 1975, one year for each plan year during which the participant has 1,000 or more hours of employment.
6. Normal Retirement:
 - (a) Eligibility: Attainment of age 65.
 - (b) Normal Retirement Date: The date the participant attains age 65.
 - (c) Annual Pension Benefit: The product of the participant's credited service and the benefit rate in effect on the date of termination.

<u>Date of Termination</u>	<u>Monthly Benefit Rate</u>	<u>Maximum Credited Service</u>
Before 12/1/81	\$ 5.25	25 years
12/1/81 - 11/30/82	6.25	30 years
12/1/82 - 11/30/83	6.75	30 years
12/1/83 - 11/30/84	7.25	30 years
12/1/84 - 11/30/85	7.75	30 years
12/1/85 - 11/30/86	8.25	30 years
12/1/86 - 11/30/90	8.75	30 years
12/1/90 - 11/30/91	9.75	30 years
12/1/91 - 11/30/92	10.75	30 years
12/1/92 - 11/30/93	11.75	30 years
12/1/93 - 11/30/94	12.25	30 years
12/1/94 - 11/30/95	12.75	30 years
12/1/95 - 11/30/96	13.25	30 years
12/1/96 - 11/30/97	14.00	30 years

SUMMARY OF PLAN PROVISIONS

12/1/97 - 11/30/98	14.50	30 years
12/1/98 and after	15.00	30 years

A. Summary of Plan Provisions (continued)

7. Early Retirement:

- (a) Eligibility: Age 55 and 10 years of vested service.
- (b) Amount of Pension: The normal retirement benefit based on the participant's credited service, the monthly benefit rate and maximum credited service as of the participant's early retirement date; reduced by 0.5% for each complete month by which the participant's age is less than 65.

8. Late Retirement:

- (a) Eligibility: Attainment of age 65 or later.
- (b) Amount of Pension: Benefit based on service to late retirement date and monthly benefit rate in effect at that date.

9. Disability Benefit:

- (a) Eligibility: Total and permanent disability prior to age 65 but after completion of 10 years of credited service.
- (b) Amount of Benefit: The annual pension benefit is the lesser of (1) and (2):
 - (1) An unreduced amount calculated as if the participant were age 65 and retired on the day he became disabled; or
 - (2) 110% of the early retirement pension he would be eligible to receive at the greater of age 55 or his actual age at retirement, based on his credited service and the monthly benefit rate and maximum years of service as of his date of disability.

10. Termination Benefit:

- (a) Eligibility: 5 years of vested service.
- (b) Amount of Benefit: The annual pension benefit calculated as if the participant were age 65 at the date his employment terminates and payable from age 65. However, if the participant had 10 years of vested service at termination, payments may start at 55 reduced as for early retirement.

11. Death Benefits:

- (a) Eligibility: 5 years of vested service payable on the later of:
 - (1) the first day of the month following the participant's death.
 - (2) the earlier of the first day of the month following the 55th birthday of the spouse or the participant.

SUMMARY OF PLAN PROVISIONS

- (b) Amount of Pension: The surviving spouse benefit shall be calculated as if the participant had elected the Joint & Survivor annuity with 50% of such reduced amount payable to his spouse.

A. Summary of Plan Provisions (continued)

- (c) Reduction: 93% reduction increased (or decreased) by 4% for each year spouse's age is greater than (or less than) the age of the participant.

12. Normal Form of Payment:

- (a) Single: Five year certain and life annuity.
- (b) Married: Qualified 50% Joint and Survivor Annuity. The conversion factor is 93.0% CAF +/- 0.4% Per Year Age Difference

13. Optional Forms of Payment: Any optional form of payment will be the actuarial equivalent of a five year certain and life annuity.

Social Security Option. Sample conversion factors:

Age 55 0.544	Age 59 0.763
Age 56 0.590	Age 60 0.833
Age 57 0.642	Age 61 0.912
Age 58 0.699	

10 year Certain and Life Annuity Sample conversion factors:

Age 55 0.98	Age 65 0.95
Age 60 0.97	Age 70 0.91

Lump Sum of 10% of the benefit provided the lump sum payment amount falls between \$500 and \$3,500 with the remaining 90% of the benefit paid in the form elected by the participant.

All other actuarial equivalent conversions are based on 417(e) applicable mortality and prior November applicable interest rates

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date: March 18, 1985. Latest amendment effective March 28, 2005.
2. Plan Year: The calendar year.
3. Employees Covered: Regular, full-time hourly employees located at the Dallas, Texas facility of Brake Systems, Inc. who are represented by the General Drivers, Warehousemen and Helpers Local Union No. 745.
4. Participation Requirements: Age 21 and one year of service.
5. Service:
 - (a) Vesting: One year for each plan year during which the participant completes 1,000 hours of service. Vesting service includes service prior to March 18, 1985.
 - (b) Credited: One year service for each plan year during which the participant completes 1,000 hours of service. Credited service shall be counted in years and completed months. Credited service does not include service prior to March 18, 1985.
6. Normal Retirement:
 - (a) Eligibility: Age 65 or if the participant was hired prior to April 1, 1973, retires after age 60 with 30 years of credited service, the participant is eligible for immediate commencement of benefits without reduction.
 - (b) Normal Retirement Date: The first day of the month coinciding with or next following attainment of age 65.
 - (c) Amount of Pension: The accrued benefit is a monthly amount equal to the number of years of credited service at termination of employment multiplied by the benefit multiple from the table below:

For Members Whose

Last Day of Service Is:

Monthly Benefit Multiple

03/18/85 - 01/04/91	\$11.00
01/05/91 - 01/04/93	\$12.00
01/05/93 - 12/31/94	\$13.00
01/01/95 – 02/05/99	\$13.50
02/06/99 – 02/05/01*	\$14.00
02/06/01 and after*	\$14.50

* Future service only.

- (b) Normal Retirement Date: The first day of the month coinciding with or next following attainment of age 65.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

7. Early Retirement:

- (a) Eligibility: Age 55 and 15 years of vesting service.
- (b) Amount of Pension: The normal retirement benefit based on the participant's credited service and monthly benefit multiple as of the participant's early retirement date; reduced by 5/12 of 1% for each month that the benefit commences before the participant's normal retirement date.

8. Late Retirement:

- (a) Eligibility: Attainment of age 65 or later.
- (b) Amount of Pension: Benefit based on credited service to late retirement date and monthly benefit multiple in effect at that date.

9. Disability Benefit:

- (a) Eligibility: Total and permanent disability after attainment of age 45 and completion of 15 years of vesting service.
- (b) Amount of Benefit: Benefit based on service to date of disability and benefit multiple in effect, but not less than \$150.00 per month.

10. Termination Benefit:

- (a) Eligibility: Completion of 5 years of vesting service.
- (b) Amount of Benefit: A deferred monthly benefit, beginning at age 65, calculated the same as for normal retirement. If the participant had completed 15 years of service prior to his termination, the participant may elect to receive an actuarially reduced pension beginning on the first day of any month following his attainment of age 55 and prior to his Normal Retirement Date.

11. Death Benefit:

- (a) Eligibility: Completion of 5 years of vesting service.
- (b) Amount of Benefit: The amount of the spouse's benefit will be 50% of the pension which the participant would have received under the normal form of pension if he had retired at age 55, or death if later. The spouse's benefit is payable on the later of the first of the month following the date the participant would have reached age 55, or his death.

12. Normal Form of Pension:

- (a) Single Participant: Single life annuity.
- (b) Married Participant: Qualified 50% Joint and Survivor annuity, which is the actuarial equivalent of a single life annuity.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

13. Optional Forms of Payment: Any optional form of payment will be the actuarial equivalent of a life annuity. Actuarial equivalence is based on 1971 GAM with margins removed and projected to 1978 with scale E, 8.5% interest.

Joint and Survivor annuity (50%, 75%, 100%)

10 year Certain and Life

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date: January 1, 1996. Latest amendment effective March 28, 2005.
2. Plan Year: The calendar year.
3. Employees Covered: Individual who is in the employment of the Dover division of Echlin, Inc. on or after December 29, 1995, who is a union employee represented by Local No. 92 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.
4. Participation Requirements: Each employee is eligible to become a participant on the date of (a) attainment of age 21, and (b) completion of one year of continuous service.
5. Vesting Service: Period of Continuous Service commencing on the first day of the month in which occurs the employee's Employment Commencement Date and ending on the first day of the month coinciding with (next following, if none coincides with) his severance from service date. Continuous Service includes continuous service under the prior plan.

Benefit Service is Vesting Service while the individual is in covered employment with Local No. 92 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.
6. Accrued Benefit: The Accrued Benefit is a monthly amount equal to the number of years (and partial years) of Benefit Service at termination of employment, multiplied by the benefit multiple from the table below reduced for the accrued monthly pension attributable under the Prior Plan for periods of service prior to December 29, 1995.

For Members Whose Monthly Benefit Last Day of Service is After		<u>Multiple</u>
January 1, 1996 - November 30, 1996		\$11.50
December 1, 1996 - November 30, 1997		12.50
December 1, 1997 - November 30, 1998		13.50
December 1, 1998 - November 30, 1999		14.00
December 1, 1999 - November 30, 2000		14.50
On or after December 1, 2000		15.00

7. Normal Retirement Benefit:
 - (a) Eligibility: Retirement at age 65.
 - (b) Normal Retirement Date: The first day of the month following the date on which a covered employee reaches age 65.
 - (c) Amount of Benefit: Accrued benefit at normal retirement date.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

8. Early Retirement Benefit:

- (a) Eligibility: Age 60 and 10 years of vesting service.
- (b) Amount of Benefit: Accrued benefit at early retirement reduced by 5/9th's of 1% for each month that the benefit commences before the employee's normal retirement date.

9. Total and Permanent Disability Retirement Benefit:

- (a) Eligibility: Total and permanent disability prior to age 65, but after completion of 10 years of vesting service. Participant must become entitled to receive disability benefits under the Federal Social Security Act.
- (b) Amount of Benefit: Accrued benefit at date of disability unreduced for early commencement.

10. Deferred Vested Retirement Benefit:

- (a) Eligibility: 5 years of vesting service or the participant's 65th birthday.
- (b) Amount of Benefit: Accrued benefit at termination payable at age 65, or reduced for early retirement if payments commence prior to age 65, and the employee has over 10 years of vesting service at date of termination.

11. Pre-Retirement Spouse's Benefit:

- (a) Eligibility: Death of the participant after 5 years of vesting service.
- (b) Amount of Benefit: The benefit payable to the spouse of the covered employee is the amount that would have been payable to the spouse had the covered employee chosen the qualified joint and survivor annuity payable on the later of the first of the month following the date of death of the covered employee, or the date on which the employee would have been eligible for early retirement.

12. Normal Form of Payment:

- (a) Spouse's Benefits: Payable as a single life annuity.
- (b) Retirement Benefits: Actuarially reduced 50% joint and survivor annuity if the participant is married at the date payments commence. If the participant is unmarried the normal form of payment is a life annuity.

- 13. Optional Forms of Payment: Reduced benefits paid under optional forms are actuarially equivalent to benefits paid as a life annuity. Conversion is based on UP84 Unisex set backward 3 years for the spouse, 8%.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date: January 1, 1976 (most recently amended effective as of March 28, 2005).
2. Eligibility for Coverage: Hourly paid employees represented by Lodge No. 1053 of the International Association of Machinists and Aerospace Workers, AFL-CIO.
3. Participation Requirements: First day of month following attainment of age 21 and completion of one year of continuous service.
4. Normal Retirement Date: The end of the month in which the member reaches age 65.
5. Continuous Service: Total period of (uninterrupted) employment commencing on the member's employment date.
6. Credited Service: One year of service is credited for each calendar year in which the member is paid for 1,680 hours. If member works less than 1,680 hours, he/she will be granted 1/10 of a year of credited service for each 168 hours paid for during a year.
7. Accrued Benefit: Normal Retirement Benefit calculated using member's Credited Service in each benefit periods and the applicable benefit rate at the date of determination.
8. Normal Retirement Benefit:
 - (a) Eligibility: Must have attained age 65.
 - (b) Benefit: The benefit is a monthly amount equal to the applicable benefit rate (shown below) multiplied by the years of Credited Service. Total years of credited service shall be those years immediately preceding date of retirement and shall not exceed 35 years.

<u>For the Period of Credited Service Earned Between:</u>	<u>Benefit Rate</u>
January 1, 1972 to December 31, 1981	\$10.00
January 1, 1982 to December 31, 1991	15.00
January 1, 1992 and thereafter	20.00

- (c) Payment: Benefit payable monthly for life commencing on member's retirement date.
9. Early Retirement Benefit:
 - (a) Eligibility: Must have attained age 55 with five years of Continuous Service.
 - (b) Benefit: Accrued benefit deferred to age 65, or immediate benefit equal to accrued benefit, reduced by 1/15th for each of first 5 years and 1/30th for each of the next 5 years by which commencement precedes normal retirement date.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

10. Deferred Retirement Benefit:

- (a) Eligibility: Retirement after age 65.
- (b) Benefit: Calculated and payable in the same manner as the Normal Retirement Benefit but based upon member's Credited Service and the applicable benefit rate at actual retirement date.

11. Disability Benefit:

- (a) Eligibility: Totally and permanently disabled after age 50 and 15 years of Continuous Service.
- (b) Benefit: Accrued benefit as of date of disability payable immediately.
- Minimum monthly benefit prior to Normal Retirement date is \$50.
Benefits is reduced by any company provided Public Disability Benefit received by the participant.

12. Deferred Vested Benefit:

- (a) Eligibility: Termination other than by retirement, death or disability. Member must have completed 5 years of Continuous Service.
- (b) Benefit: Accrued benefit deferred to age 65, or reduced benefit after age 55.
Reduction same as for early retirement.

13. Death Benefits:

- (a) Pre-Retirement:
- (1) Eligibility: Death after becoming eligible for a vested benefit. Benefit commences no earlier than earliest retirement date that could have been elected by deceased participant.
- (2) Benefit: Accrued benefit at time of death, adjusted as if participant had retired on date payments to spouse commence under 50% joint and survivorship option, and then died. For a terminated vested participant there is a charge for each year coverage is in effect after termination date. Coverage for which a charge is made may be waived with consent of the spouse.
- (b) Post-Retirement: Based on form of benefit chosen at retirement.

14. Optional Forms of Benefits: The following optional benefit forms are available.

Straight Life Annuity (Normal form for single employees)

Joint and Survivor Annuity (Normal form for married employees)

Joint and Survivor Annuity

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date: April 1, 1973. Latest amendment effective March 28, 2005.
2. Plan Year: The calendar year.
3. Employees Covered: Regular, full-time hourly paid factory persons employed by All-lock, who are not a member of a collective bargaining unit.
4. Accrual Period:

For eligibility to participate, the period beginning with the employee's date of hire and each anniversary of such date.

For vesting purposes, the Plan Year.

For benefit purposes, the period beginning with the employee's date of participation and each anniversary of such date. Effective January 1, 1994, the Accrual Period for determining Credited Service for Benefit Purposes shall begin on January 1 of each year and end the next December 31 and each anniversary thereof.
5. Participation Requirements: Each employee is eligible to become a participant on the January 1 or July 1 coincident with or next following (a) attainment of age 21, and (b) completion of one year of service during which he is credited 1,000 or more Hours of Service.
6. Service:
 - (a) Vesting: An employee earns one year of service for each Plan Year during which he is credited with 1,000 or more hours of service.
 - (b) Credited: One year for each accrual period during which an employee completes 1,800 hours of service, to a maximum of 35 years. A participant earns one-half of a year for 1,000 hours. A prorata fraction of a year of credited service for benefit service will be credited for 1,000 or more hours but under 1,800 hours.
7. Normal Retirement:
 - (a) Eligibility: Later of attainment of age 65 and 5th anniversary of participation.
 - (b) Normal Retirement Date: First of the month coincident or next following participant's attainment of Normal Retirement Age.
 - (c) Amount of Pension: The accrued benefit is a monthly amount equal to the participant's benefit service at termination of employment multiplied by \$11.50.
8. Early Retirement:
 - (a) Eligibility: Attainment of age 55 with 10 years of continuous service.
 - (b) Amount of Pension: The accrued benefit reduced by $\frac{1}{2}$ of 1% for each month that commencement of the benefit precedes Normal Retirement Date.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

9. Late Retirement:

- (a) Eligibility: After later of attainment of age 65 or 5th year of participation.
- (b) Amount of Pension: The accrued benefit based on service at the participant's late retirement date.

10. Disability Benefit:

- (a) Eligibility: Any actively employed Participant who becomes totally and permanently disabled, or in receipt of Social Security Disability benefits after 10 years of continuous service.
- (b) Amount of Benefit: Unreduced Accrued Benefit payable immediately..

11. Termination Benefit:

- (a) Eligibility: Five years of vesting service, or attainment of Normal Retirement Age.
- (b) Amount of Benefit: Accrued benefit at termination payable at Normal Retirement Date.

12. Death Benefit:

- (a) Eligibility: 5 years of vesting service.
- (b) Amount of Benefit: The amount of Spouse's Benefit will be the amount the spouse would have received from a qualified Joint & Survivor Annuity had the employee lived until early retirement eligibility and retired. The spouse may elect to commence payment at the employee's eligibility date for early retirement.

13. Normal Form of Payment:

- (a) Single Participant: Life annuity.
- (b) Married Participant: Qualified 50% Joint & Survivor Annuity, which is the actuarial equivalent of a Life Annuity.

14. Optional Forms of Payment 50%, 66 2/3%, and 100% Joint & Survivor Annuity, 10 Year Certain and Life. Conversion factors are based on UP84 Unisex, 7.5%.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions

1. Effective Date: April 1, 1984. Latest amendment effective March 28, 2005.
2. Plan Year: The calendar year.
3. Employees Covered: Regular, full-time hourly paid factory persons employed by the Mr. Gasket Company at its greater Cleveland, Ohio factory facilities, who are not a member of a collective bargaining unit.
4. Accrual Period:

For eligibility to participate, the period beginning with the employee's date of hire and each anniversary of such date.

For vesting purposes, the Plan Year.

For benefit purposes, the period beginning with the employee's date of participation and each anniversary of such date. Effective January 1, 1994, the Accrual Period for determining Credited Service for Benefit Purposes shall begin on January 1 of each year and end the next December 31 and each anniversary thereof. The Accrual Period of any Employee which begins in 1993 shall end on December 31, 1993.
5. Participation Requirements: Each employee is eligible to become a participant on the first day of the month coincident with or next following (a) attainment of age 21, and (b) completion of one year of service during which he is credited 1,000 or more Hours of Service.
6. Service:
 - (a) Vesting: An employee earns one year of service for each Plan Year during which he is credited with 1,000 or more hours of service.
 - (b) Credited: One year for each accrual period during which an employee completes 1,800 hours of service, up to 40 years. Benefit service excludes service prior to January 1, 1968. A prorata fraction of a year of credited service for benefit service will be credited for 1,000 or more hours but under 1,800 hours.
7. Normal Retirement:
 - (a) Eligibility: Attainment of age 65.
 - (b) Normal Retirement Date: A participant's 65th birthday.
 - (c) Amount of Pension: The accrued benefit is a monthly amount equal to the participant's benefit service at termination of employment multiplied by \$8.00.
8. Early Retirement:
 - (a) Eligibility: Attainment of age 55.
 - (b) Amount of Pension: The accrued benefit reduced by 1/3 of 1% for each month that commencement of the benefit precedes age 65.

SUMMARY OF PLAN PROVISIONS

A. Summary of Plan Provisions (continued)

9. Late Retirement:
- (a) Eligibility: Attainment of age 65.
- (b) Amount of Pension: The accrued benefit based on service at the participant's late retirement date.
10. Disability Benefit:
- (a) Eligibility: Any actively employed Participant who becomes totally and permanently disabled, or in receipt of Social Security Disability benefits.
- (b) Amount of Benefit: \$5.00 a month for each year of Credited Service to the date of disability.
11. Termination Benefit:
- (a) Eligibility: Five years of vesting service, or attainment of age 55.
- (b) Amount of Benefit: Accrued benefit at termination payable at age 65, or reduced for early retirement if payments commence prior to age 65.
12. Death Benefit:
- (a) Eligibility: 5 years of vesting service.
- (b) Amount of Benefit: The amount of Spouse's Benefit will be the amount the spouse would have received from a qualified Joint & Survivor Annuity had the employee lived until early retirement eligibility and retired. The spouse may elect to commence payment at the employee's eligibility date for early retirement.
13. Normal Form of Pension:
- (a) Single Participant: Life annuity.
- (b) Married Participant: Qualified 50% Joint & Survivor Annuity, which is the actuarial equivalent of a Life Annuity.
14. Optional Forms of Payment: Any optional form of payment will be the actuarial equivalent of a life annuity.
- 10 year Certain & Life
- Joint & Survivor (50%, 100%)
- Lump sum settlement. Conversion basis is 417(e) mortality with prior November applicable interest rates
- 5 or 10 years Certain and Life annuity (provided the period certain does not exceed the participants' life expectancy)
- Life annuity.
- Actuarial equivalence is based on 50% Male 1971 GAM, 50% Male 1971 GAM with a six year setback, 6.5

**SCHEDULE SB
(Form 5500)**Department of the Treasury
Internal Revenue ServiceDepartment of Labor
Employee Benefits Security Administration
Pension Benefit Guaranty Corporation**Single-Employer Defined Benefit Plan
Actuarial Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

2011**This Form is Open to Public
Inspection**

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

▶ **Round off amounts to nearest dollar.**▶ **Caution:** A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is established.**A Name of plan**

Dana Retirement Plan

**B Three-digit
plan number (PN)**

001

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF

DANA LIMITED

D Employer Identification Number (EIN)

26-1318190

E Type of plan: ☒ Single ☐ Multiple-A ☐ Multiple-B**F Prior year plan size:** ☐ 100 or fewer ☐ 101-500 ☒ More than 500**Part I Basic Information****1** Enter the valuation date: Month 1 Day 1 Year 2011**2 Assets:****a** Market value **2a** 997,811,293**b** Actuarial value **2b** 997,811,293**3 Funding target/participant count breakdown:**

	(1) Number of participants	(2) Funding Target
a For retired participants and beneficiaries receiving payment.....	3a 12,446	762,103,142
b For terminated vested participants.....	3b 16,364	283,989,988

c For active participants:

(1) Non-vested benefits.....	3c(1)	12,232,051
(2) Vested benefits.....	3c(2)	107,894,714
(3) Total active.....	3c(3) 2,788	120,126,765

d Total.....	3d 31,598	1,166,219,895
---------------------	------------------	---------------

4 If the plan is in at-risk status, check the box and complete lines (a) and (b) ☐**a** Funding target disregarding prescribed at-risk assumptions **4a****b** Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been in at-risk status for fewer than five consecutive years and disregarding loading factor **4b****5** Effective interest rate **5** 6.21 %**6** Target normal cost **6** 4,446,000**Statement by Enrolled Actuary**

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

**SIGN
HERE**
Signature of actuary

Christian O'Keefe

Type or print name of actuary

TOWERS WATSON PENNSYLVANIA, INC.

28411 NORTHWESTERN HWY SUITE 500

SOUTHFIELD

MI 48034

Address of the firm

10/2/2012
Date

11-07154

Most recent enrollment number

(248) 936-7700

Telephone number (including area code)

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions ☐

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500 or 5500-SF.

Schedule SB (Form 5500) 2011
v.012611

Part II		Beginning of year carryover and prefunding balances	
		(a) Carryover balance	(b) Prefunding balance
7	Balance at beginning of prior year after applicable adjustments (line 13 from prior year).....	18,687,433	
8	Portion elected for use to offset prior year's funding requirement (line 35 from prior year)	2,318,250	
9	Amount remaining (line 7 minus line 8).....	16,369,183	
10	Interest on line 9 using prior year's actual return of <u>12.94</u> %.....	2,118,172	
11	Prior year's excess contributions to be added to prefunding balance:		
a	Present value of excess contributions (line 38 from prior year)		12,481,34
b	Interest on (a) using prior year's effective rate of <u>6.63</u> % except as otherwise provided (see instructions).....		973,79
c	Total available at beginning of current plan year to add to prefunding balance.....		13,455,14
d	Portion of (c) to be added to prefunding balance.....		
12	Other reductions in balances due to elections or deemed elections.....	0	
13	Balance at beginning of current year (line 9 + line 10 + line 11d - line 12).....	18,487,355	

Part III		Funding percentages	
14	Funding target attainment percentage	14	83.97 %
15	Adjusted funding target attainment percentage	15	83.97 %
16	Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement.....	16	81.60 %
17	If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage.....	17	%

Part IV		Contributions and liquidity shortfalls			
18 Contributions made to the plan for the plan year by employer(s) and employees:					
(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
04/13/2011	9,201,000		09/13/2012	14,965,000	
07/11/2011	8,721,000				
10/12/2011	8,721,000				
01/10/2012	8,721,000				
01/20/2012	105,600,000				
04/13/2012	9,690,000				
Totals •			18(b)	165,619,000	18(c)
					0

19 Discounted employer contributions – see instructions for small plan with a valuation date after the beginning of the year:	
a Contributions allocated toward unpaid minimum required contributions from prior years	19a 0
b Contributions made to avoid restrictions adjusted to valuation date.....	19b 0
c Contributions allocated toward minimum required contribution for current year adjusted to valuation date.....	19c 155,612,972
20 Quarterly contributions and liquidity shortfalls:	
a Did the plan have a "funding shortfall" for the prior year? ☒ Yes ☐ No	
b If 20a is "Yes," were required quarterly installments for the current year made in a timely manner? ☒ Yes ☐ No	
c If 20a is "Yes," see instructions and complete the following table as applicable:	
Liquidity shortfall as of end of quarter of this plan year	
(1) 1st	(2) 2nd
0	0
(3) 3rd	(4) 4th
0	0

Part V Assumptions used to determine funding target and target normal cost**21** Discount rate:**a** Segment rates:

1st segment:

3.78 %

2nd segment:

6.31 %

3rd segment:

6.57 %

☐ N/A, full yield curve used**b** Applicable month (enter code).....**21b****22** Weighted average retirement age.....**22**

6

23 Mortality table(s) (see instructions) ☐ Prescribed - combined☒ Prescribed - separate☐ Substitute**Part VI Miscellaneous Items****24** Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment..... ☐ Yes ☒ No**25** Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment..... ☐ Yes ☒ No**26** Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment..... ☒ Yes ☐ No**27** If the plan is eligible for (and is using) alternative funding rules, enter applicable code and see instructions regarding attachment.....**27****Part VII Reconciliation of unpaid minimum required contributions for prior years****28** Unpaid minimum required contributions for all prior years.....**28****29** Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (line 19a).....**29****30** Remaining amount of unpaid minimum required contributions (line 28 minus line 29).....**30****Part VIII Minimum required contribution for current year****31** Target normal cost and excess assets (see instructions):**a** Target normal cost (line 6).....**31a**

4,446,000

b Excess assets, if applicable, but not greater than 31a.....**31b****32** Amortization installments:

Outstanding Balance

Installment

a Net shortfall amortization installment.....

186,895,957

34,312,822

b Waiver amortization installment.....**33** If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____) and the waived amount.....**33****34** Total funding requirement before reflecting carryover/prefunding balances (lines 31a - 31b + 32a + 32b - 33).....**34**

38,758,822

35 Balances elected for use to offset funding requirement.....

Carryover balance

Prefunding balance

Total balance

0

0

0

36 Additional cash requirement (line 34 minus line 35).....**36**

38,758,822

37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c).....**37**

155,612,972

38 Present value of excess contributions for current year (see instructions)**a** Total (excess, if any, of line 37 over line 36).....**38a**

116,854,150

b Portion included in line 38a attributable to use of prefunding and funding standard carryover balances.....**38b**

0

39 Unpaid minimum required contribution for current year (excess, if any, of line 36 over line 37).....**39**

0

40 Unpaid minimum required contributions for all years.....**40**

0

Part IX Pension funding relief under Pension Relief Act of 2010 (see instructions)**41** If a shortfall amortization base is being amortized pursuant to an alternative amortization schedule:**a** Schedule elected.....☐ 2 plus 7 years☐ 15 years**b** Eligible plan year(s) for which the election in line 41a was made.....

2008

2009

2010

2011

42 Amount of acceleration adjustment.....**42**

0

43 Excess installment acceleration amount to be carried over to future plan years.....**43**

0

DANA LIMITED
Dana Limited Retirement Income Plan
EIN: 26-1318190
Plan Number: 001
Attachment to the 2011 Schedule SB - Line 22

Sub-plan 001

A fixed population and the retirement rates described in the attached Actuarial Assumptions and Methods and shown below, were used to project the number of retirements per year for ages 50 through 70. Active plan participant characteristics as of January 1, 2011 were factored into the development of Average Service used in application of accelerated retirement rates. Average retirement age was calculated by taking the weighted average of retirements by age, as shown below:

Average Active Age at January 1, 2011: 47.9
Average Credited Service at January 1, 2011: 14.0

Age:	Assumed Active BOY Count:	Average Service (*)	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age
50	1,000	16	0.020	20	980	1,000
51	980	17	0.020	20	960	1,020
52	960	18	0.020	19	941	988
53	941	19	0.020	19	922	1,007
54	922	20	0.020	18	904	972
55	904	21	0.030	27	877	1,485
56	877	22	0.030	26	851	1,456
57	851	23	0.030	26	825	1,482
58	825	24	0.030	25	800	1,450
59	800	25	0.030	24	776	1,416
60	776	26	0.100	78	698	4,680
61	698	27	0.100	70	628	4,270
62	628	28	0.300	188	440	11,656
63	440	29	0.150	66	374	4,158
64	374	30	0.150	56	318	3,584
65	318	31	0.750	239	79	15,535
66	79	32	0.500	40	39	2,640
67	39	33	0.500	20	19	1,340
68	19	34	0.500	10	9	680
69	9	35	0.500	5	4	345
70	4	36	1.000	4	0	280
						61,444

(*) Average Service at age 50 equals average credited service at January 1, 2011 plus one full year for each year between average age at January 1, 2011 and age 50.

61 Weighted Average Retirement Age

Merged plan 001 average

SUBPLAN	AVERAGE	ACTIVES	AVG * # ACTIVES
Retirement Income Plan	61	2,050	125,050
RIP - Hourly Participants	60	462	27,720
Syracuse	62	226	14,012
Weatherhead	62	76	4,712
DAAG	62	30	1,860
Total		2,844	173,354
Overall Average			61

DANA LIMITED
Dana Limited Retirement Income Plan
EIN 26-1318190
Plan Number: 001

Attachment to the 2011 Schedule SB - Line 22

Sub-Plan 004

A fixed population and the retirement rates described in the attached Actuarial Assumptions and Methods and shown below, were used to project the number of retirements per year for ages 50 through 70. Active plan participant characteristics as of January 1, 2011 were factored into the development of Average Service used in application of accelerated retirement rates. Average retirement age was calculated by taking the weighted average of retirements by age, as shown below:

Average Active Age at January 1, 2011:			51.2																
Average Credited Service at January 1, 2011:			18.7																
Participants < 30 Yrs of Svc						Participants 30-31 Yrs. Of Svc						Participants 32+ Yrs of Svc							
Age:	Assumed Active	Average Service (")	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age	30-31 Yrs. Of Svc Retirement Rate*	Assumed Active	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age	Age:	Assumed Active	Average Service (")	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age
50	1,000	17	0.000	0	1,000	0	0.150	1,000	0.075	75	925	3,750							
51	1,000	18	0.000	0	1,000	0	0.150	925	0.075	69	856	3,519							
52	1,000	19	0.000	0	1,000	0	0.150	856	0.075	64	792	3,328							
53	1,000	20	0.000	0	1,000	0	0.150	792	0.075	59	733	3,127							
54	1,000	21	0.000	0	1,000	0	0.150	733	0.075	55	678	2,970							
55	1,000	22	0.050	50	950	2,750	0.275	678	0.150	102	576	5,610							
56	950	23	0.050	48	902	2,688	0.275	576	0.150	86	490	4,816							
57	902	24	0.075	68	834	3,876	0.275	490	0.150	74	416	4,218							
58	834	25	0.075	63	771	3,654	0.275	416	0.150	62	354	3,596							
59	771	26	0.075	58	713	3,422	0.275	354	0.150	53	301	3,127							
60	713	27	0.150	107	606	6,420	0.275	301	0.150	45	256	2,700							
61	606	28	0.150	91	515	5,551	0.275	256	0.150	38	218	2,319							
62	515	29	0.300	155	360	9,510	0.300	218	0.300	65	153	4,030							
63	360	30	0.150	54	306	3,402	0.150	153	0.150	23	130	1,449							
64	306	31	0.150	46	260	2,944	0.150	130	0.150	20	110	1,280							
65	260	32	0.750	195	65	12,675	0.750	110	0.750	83	27	5,395							
66	65	33	0.500	33	32	2,178	0.500	27	0.500	14	13	924							
67	32	34	0.500	16	16	1,072	0.500	13	0.500	7	6	469							
68	16	35	0.500	8	8	544	0.500	6	0.500	3	3	204							
69	8	36	0.500	4	4	276	0.500	3	0.500	2	1	138							
70	4	37	1.000	4	0	61,342	1.000	1	1.000	1	0	70							
						61,342							57,038						
						Weighted Average Retirement Age							57						
						61							60						
						** Combined Weighted Average Retirement Age (61*0.8 + 57*0.2)							57						

* Age 30-31 range is excluded from this calculation

** Combined Weighted Average Retirement Age
(61*0.8 + 57*0.2)

DANA LIMITED
Dana Limited Retirement Income Plan
EIN: 26-1318190
Plan Number 001

Attachment to the 2011 Schedule SB - Line 22

Sub-Plan 034

A fixed population and the retirement rates described in the attached Actuarial Assumptions and Methods and shown below, were used to project the number of retirements per year for ages 50 through 70. Active plan participant characteristics as of January 1, 2011 were factored into the development of Average Service used in application of accelerated retirement rates. Average retirement age was calculated by taking the weighted average of retirements by age, as shown below:

Average Active Age at January 1, 2011: 48.9													
Average Credited Service at January 1, 2011: 10.8													
Participants < 30 Yrs of Svc													
Age:	Assumed Active BOY Count:	Average Service (1)	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age	Participants 30-31 Yrs. Of Svc			Participants 32+ Yrs of Svc			
							Retirement Rate*	Assumed Active BOY Count:	Retirement Rate	Retirement Rate	Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age
50	1,000	12	0.000	0	1,000	0	0.150	1,000	0.075	75	925	3,750	
51	1,000	13	0.000	0	1,000	0	0.150	925	0.075	69	856	3,519	
52	1,000	14	0.000	0	1,000	0	0.150	856	0.075	64	792	3,328	
53	1,000	15	0.000	0	1,000	0	0.150	792	0.075	59	733	3,127	
54	1,000	16	0.000	0	1,000	0	0.150	733	0.075	55	678	2,970	
55	1,000	17	0.000	0	1,000	0	0.275	678	0.150	102	576	5,610	
56	1,000	18	0.000	0	1,000	0	0.275	576	0.150	86	490	4,816	
57	1,000	19	0.000	0	1,000	0	0.275	490	0.150	74	416	4,218	
58	1,000	20	0.000	0	1,000	0	0.275	416	0.150	62	354	3,596	
59	1,000	21	0.075	75	925	4,425	0.275	354	0.150	53	301	3,127	
60	925	22	0.150	139	786	8,340	0.275	301	0.150	45	256	2,700	
61	786	23	0.150	118	668	7,198	0.275	256	0.150	38	218	2,318	
62	668	24	0.300	200	468	12,400	0.300	218	0.300	65	153	4,030	
63	468	25	0.150	70	398	4,410	0.150	153	0.150	23	130	1,449	
64	398	26	0.150	60	338	3,840	0.150	130	0.150	20	110	1,280	
65	338	27	0.750	254	84	16,510	0.750	110	0.750	83	27	5,395	
66	84	28	0.500	42	42	2,772	0.500	27	0.500	14	13	924	
67	42	29	0.500	21	21	1,407	0.500	13	0.500	7	6	469	
68	21	30	0.500	11	10	748	0.500	6	0.500	3	3	204	
69	10	31	0.500	5	5	345	0.500	3	0.500	2	1	138	
70	5	32	1.000	5	0	350	1.000	1	1.000	1	0	70	
												57,038	
												</	

DANA LIMITED
Dana Limited Retirement Income Plan
EIN: 26-1318190
Plan Number 001

Attachment to the 2011 Schedule SB - Line 22

Sub-Plan 040

A fixed population and the retirement rates described in the attached Actuarial Assumptions and Methods and shown below, were used to project the number of retirements per year for ages 50 through 70. Active plan participant characteristics as of January 1, 2011 were factored into the development of Average Service used in application of accelerated retirement rates. Average retirement age was calculated by taking the weighted average of retirements by age, as shown below:

Average Active Age at January 1, 2011: Average Credited Service at January 1, 2011:				52.4 8.2									
Participants < 30 Yrs of Svc				Participants 30-31 Yrs. Of Svc				Participants 32+ Yrs of Svc					
Age:	Assumed Active BOY Count:	Average Service (Yr)	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Retirements Times Age	Retirement Rate*	Assumed Active BOY Count:	Retirement Rate	Expected Retirements	Number of Remaining Actives	Retirements Times Age	
50	1,000	6	0.000	0	1,000	0	0.150	1,000	0.075	75	925	3,750	
51	1,000	7	0.000	0	1,000	0	0.150	925	0.075	69	856	3,519	
52	1,000	8	0.000	0	1,000	0	0.150	856	0.075	64	792	3,328	
53	1,000	9	0.000	0	1,000	0	0.150	792	0.075	59	733	3,127	
54	1,000	10	0.000	0	1,000	0	0.150	733	0.075	55	678	2,970	
55	1,000	11	0.000	0	1,000	0	0.275	678	0.150	102	576	5,610	
56	1,000	12	0.000	0	1,000	0	0.275	576	0.150	86	490	4,816	
57	1,000	13	0.000	0	1,000	0	0.275	490	0.150	74	416	4,218	
58	1,000	14	0.000	0	1,000	0	0.275	416	0.150	62	354	3,596	
59	1,000	15	0.075	75	925	4,425	0.275	354	0.150	53	301	3,127	
60	925	16	0.150	139	786	8,340	0.275	301	0.150	45	256	2,700	
61	786	17	0.150	118	668	7,198	0.275	256	0.150	38	218	2,318	
62	668	18	0.300	200	468	12,400	0.300	218	0.300	65	153	4,030	
63	468	19	0.150	70	398	4,410	0.150	153	0.150	23	130	1,449	
64	398	20	0.150	60	338	3,840	0.150	130	0.150	20	110	1,280	
65	338	21	0.750	254	84	16,510	0.750	110	0.750	83	27	5,395	
66	84	22	0.500	42	42	2,772	0.500	27	0.500	14	13	924	
67	42	23	0.500	21	21	1,407	0.500	13	0.500	7	6	469	
68	21	24	0.500	11	10	748	0.500	6	0.500	3	3	204	
69	10	25	0.500	5	5	345	0.500	3	0.500	2	1	138	
70	5	26	1.000	5	0	350	1.000	1	1.000	1	0	70	
						62,745							57,038

Weighted Average Retirement Age

** Combined Weighted Average Retirement Age
(61*0.8 + 57*0.2)

* Age 30-31 range is excluded from this calculation

57

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DANA LIMITED
Dana Limited Retirement Income Plan
EIN: 26-1318190
Plan Number: 001
Attachment to the 2011 Schedule SB - Line 22

Sub-plan 124

A fixed population and the retirement rates described in the attached Actuarial Assumptions and Methods and shown below, were used to project the number of retirements per year for ages 50 through 70. Active plan participant characteristics as of January 1, 2011 were factored into the development of Average Service used in application of accelerated retirement rates. Average retirement age was calculated by taking the weighted average of retirements by age, as shown below:

Average Active Age at January 1, 2011: 52.0
Average Credited Service at January 1, 2011: 10.1

Age:	Assumed Active BOY Count:	Average Service (*)	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age
50	1,000	8	0.000	0	1,000	0
51	1,000	9	0.000	0	1,000	0
52	1,000	10	0.000	0	1,000	0
53	1,000	11	0.000	0	1,000	0
54	1,000	12	0.000	0	1,000	0
55	1,000	13	0.030	30	970	1,650
56	970	14	0.030	29	941	1,624
57	941	15	0.030	28	913	1,596
58	913	16	0.030	27	886	1,566
59	886	17	0.030	27	859	1,593
60	859	18	0.100	86	773	5,160
61	773	19	0.100	77	696	4,697
62	696	20	0.300	209	487	12,958
63	487	21	0.150	73	414	4,599
64	414	22	0.150	62	352	3,968
65	352	23	0.750	264	88	17,160
66	88	24	0.500	44	44	2,904
67	44	25	0.500	22	22	1,474
68	22	26	0.500	11	11	748
69	11	27	0.500	6	5	414
70	5	28	1.000	5	0	350
						62,461

(*) Average Service at age 50 equals average credited service at January 1, 2011 plus one full year for each year between average age at January 1, 2011 and age 50.

62 Weighted Average Retirement Age

DANA LIMITED
Dana Limited Retirement Income Plan
EIN: 26-1318190
Plan Number: 001
Attachment to the 2011 Schedule SB - Line 26

Age and Service Distribution of Participating Employees

Dana Limited Retirement Plan

Age	Last	Birthday	Completed Years of Credited Service										Total
			Under 1	1-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	Over 39	
Under 25	Number		3	0	0	0	0	0	0	0	0	0	3
25-29	Number		2	7	16	0	0	0	0	0	0	0	25
30-34	Number		7	30	138	11	0	0	0	0	0	0	186
35-39	Number		7	26	172	113	13	0	0	0	0	0	331
40-44	Number		5	12	143	143	88	30	0	0	0	0	421
45-49	Number		5	25	138	117	121	123	5	0	0	0	534
50-54	Number		7	30	140	102	80	126	71	25	0	0	581
55-59	Number		6	22	98	69	67	109	44	53	21	0	489
60-64	Number		2	8	49	38	42	34	21	16	25	8	243
65-69	Number		0	1	8	4	3	1	2	3	1	3	26
Over 69	Number		1	0	0	1	3	0	0	0	0	0	5
Total*	Number		45	161	902	598	417	423	143	97	47	11	2,844

* Includes participants counted multiple times in different subplans

Average Age = 48.7

Average Service = 14.4

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TOWERS WATSON



PN: 001

To Whom it May Concern:

We are attaching this letter of reasonable cause in regards to the Form 5500 submission delays that we experienced starting on the filing day of Monday, October 15, 2012, which lasted through the October 16, 2012 extension date. Aon Hewitt uses a third party software to publish Form 5500 filings to our clients, to be able to track the status and actions taken with the filings, and the eventual receipt of the filings by the Department of Labor (DOL). In using our third party software, we started experiencing long delays in clients receiving their filings for electronic submission. At 2:00pm CST, on October 15, 2012, the Aon Hewitt Form 5500 management decided to use the DOL site directly to publish the remaining filings that were not in "submitted" status with our software provider. After deciding this, we found that, for a brief period of time, the DOL site was unavailable as well. Aon Hewitt was required to handle client calls and concerns, and in effect, we did our best to submit all of the remaining filings to the DOL before the filing deadline.

We are asking that, due to conditions outside of our control, this letter of reasonable cause is accepted by the DOL and that the DOL will receive this Form 5500 filing without penalties.