

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
		2012
		This Form is Open to Public Inspection

Part I	Annual Report Identification Information
For calendar plan year 2012 or fiscal plan year beginning <u>01/01/2012</u> and ending <u>12/31/2012</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; include room or suite number (employer, if for a 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>10/14/2013</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
Preparer's name (including firm name, if applicable) and address; include room or suite number. (optional)			Preparer's telephone number (optional)

3a Plan administrator's name and address ☐ Same as Plan Sponsor Name ☐ Same as Plan Sponsor Address 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
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
5 Total number of participants at the beginning of the plan year		5 30986
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	2159
b Retired or separated participants receiving benefits.....	6b	10387
c Other retired or separated participants entitled to future benefits.....	6c	14843
d Subtotal. Add lines 6a , 6b , and 6c	6d	27389
e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.....	6e	3065
f Total. Add lines 6d and 6e	6f	30454
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	0
7 Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)		7
8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions: 1C 1G		
b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:		
9a Plan funding arrangement (check all that apply) (1) ☐ Insurance (2) ☐ Code section 412(e)(3) insurance contracts (3) ☒ Trust (4) ☐ General assets of the sponsor		9b Plan benefit arrangement (check all that apply) (1) ☐ Insurance (2) ☐ Code section 412(e)(3) insurance contracts (3) ☒ Trust (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 2012 This Form is Open to Public Inspection
--	--	---

For calendar plan year 2012 or fiscal plan year beginning 01/01/2012 and ending 12/31/2012

▶ **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>2012</u>																								
2	Assets: <table><tr><td>a Market value</td><td>2a</td><td><u>1173426665</u></td></tr><tr><td>b Actuarial value</td><td>2b</td><td><u>1173426665</u></td></tr></table>	a Market value	2a	<u>1173426665</u>	b Actuarial value	2b	<u>1173426665</u>																		
a Market value	2a	<u>1173426665</u>																							
b Actuarial value	2b	<u>1173426665</u>																							
3	Funding target/participant count breakdown: <table><tr><td></td><td>(1) Number of participants</td><td>(2) Funding Target</td></tr><tr><td>a For retired participants and beneficiaries receiving payment.....</td><td>3a</td><td><u>12534</u></td></tr><tr><td>b For terminated vested participants.....</td><td>3b</td><td><u>16026</u></td></tr><tr><td>c For active participants:</td><td></td><td></td></tr><tr><td> (1) Non-vested benefits.....</td><td>3c(1)</td><td><u>11819613</u></td></tr><tr><td> (2) Vested benefits.....</td><td>3c(2)</td><td><u>95551759</u></td></tr><tr><td> (3) Total active</td><td>3c(3)</td><td><u>2426</u></td></tr><tr><td>d Total</td><td>3d</td><td><u>30986</u></td></tr></table>		(1) Number of participants	(2) Funding Target	a For retired participants and beneficiaries receiving payment.....	3a	<u>12534</u>	b For terminated vested participants.....	3b	<u>16026</u>	c For active participants:			(1) Non-vested benefits.....	3c(1)	<u>11819613</u>	(2) Vested benefits.....	3c(2)	<u>95551759</u>	(3) Total active	3c(3)	<u>2426</u>	d Total	3d	<u>30986</u>
	(1) Number of participants	(2) Funding Target																							
a For retired participants and beneficiaries receiving payment.....	3a	<u>12534</u>																							
b For terminated vested participants.....	3b	<u>16026</u>																							
c For active participants:																									
(1) Non-vested benefits.....	3c(1)	<u>11819613</u>																							
(2) Vested benefits.....	3c(2)	<u>95551759</u>																							
(3) Total active	3c(3)	<u>2426</u>																							
d Total	3d	<u>30986</u>																							
4	If the plan is in at-risk status, check the box and complete lines (a) and (b) ☐ <table><tr><td>a Funding target disregarding prescribed at-risk assumptions</td><td>4a</td><td></td></tr><tr><td>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</td><td>4b</td><td></td></tr></table>	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																			
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>6.95 %</u>																						
6	Target normal cost.....	6	<u>3738000</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>09/24/2013</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) 2012
v. 120126

Part II Beginning of Year Carryover Prefunding Balances		
	(a) Carryover balance	(b) Prefunding balance
7 Balance at beginning of prior year after applicable adjustments (line 13 from prior year)	18487355	0
8 Portion elected for use to offset prior year's funding requirement (line 35 from prior year)	0	0
9 Amount remaining (line 7 minus line 8)	18487355	0
10 Interest on line 9 using prior year's actual return of <u>11.30</u> %	2089071	
11 Prior year's excess contributions to be added to prefunding balance:		
a Present value of excess contributions (line 38a from prior year)		116854150
b Interest on (a) using prior year's effective interest rate of <u>6.21</u> % except as otherwise provided (see instructions)		7256643
c Total available at beginning of current plan year to add to prefunding balance		124110793
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)	20576426	0

Part III Funding Percentages		
14 Funding target attainment percentage	14	107.41 %
15 Adjusted funding target attainment percentage	15	109.32 %
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	85.55 %
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
10/31/2012	9690000				
01/31/2013	7000000				
09/11/2013	21138000				
			Totals ►	18(b)	37828000
				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	34538360
20 Quarterly contributions and liquidity shortfalls:		
a Did the plan have a "funding shortfall" for the prior year? ☒ Yes ☐ No		
b If line 20a is "Yes," were required quarterly installments for the current year made in a timely manner? ☒ Yes ☐ No		
c If line 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
0		0
		0

Part V Assumptions Used to Determine Funding Target and Target Normal Cost

21 Discount rate:				
a Segment rates:	1st segment: 5.54%	2nd segment: 6.85%	3rd segment: 7.52 %	☐ 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 subject to 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	3738000	
b Excess assets, if applicable, but not greater than line 31a	31b	3738000	
32 Amortization installments:	Outstanding Balance	Installment	
a Net shortfall amortization installment	0	0	
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	0	
	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement.....	13800000	0	13800000
36 Additional cash requirement (line 34 minus line 35)	36	0	
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c)	37	34538360	
38 Present value of excess contributions for current year (see instructions)			
a Total (excess, if any, of line 37 over line 36)	38a	34538360	
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 an election was made to use PRA 2010 funding relief for this plan:			
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 C (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Service Provider 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
		2012
		This Form is Open to Public Inspection.

For calendar plan year 2012 or fiscal plan year beginning 01/01/2012 and ending 12/31/2012		
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 DANA LIMITED	D Employer Identification Number (EIN) 26-1318190	

Part I	Service Provider Information (see instructions)
---------------	--

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

- a** Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions)..... ☐ Yes ☒ No
- b** If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosure on eligible indirect compensation
--

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

Part I Service Provider Information (continued)

3 If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received \$1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(c) Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	(e) Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	
(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(c) Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	(e) Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	
(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(c) Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	(e) Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide
(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide
(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide
(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide
(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide
(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide

Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)
(complete as many entries as needed)

a Name: SPILMAN, HILLS & HEIDBRINK, LTD.	b EIN: 34-1833111
c Position: ACCOUNTANT	
d Address: 5555 AIRPORT HIGHWAY SUITE 200 TOLEDO, OH 43615	e Telephone: 419-865-8118

Explanation: SPILMAN, HILLS & HEIDBRINK MERGED INTO REHMANN ROBSON LLC ON 1/1/2013

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

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 2012 This Form is Open to Public Inspection.
---	--	--

For calendar plan year 2012 or fiscal plan year beginning 01/01/2012 and ending 12/31/2012

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)
---------------	--

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>1206597597</u>
---------------------------------------	-------------------------------	---

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 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)
-----------------	----------------------	---

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:

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
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)**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
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
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**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
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
		2012
		This Form is Open to Public Inspection

For calendar plan year 2012 or fiscal plan year beginning 01/01/2012 and ending 12/31/2012		
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 DANA LIMITED	D Employer Identification Number (EIN) 26-1318190	

Part I	Asset and Liability Statement
---------------	--------------------------------------

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) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a		
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)	138976000	28138000
(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)	1035572845	1206597597
(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	1174548845	1234735597

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	1174548845	1234735597
---	-----------	------------	------------

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)	37828000	
(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)		37828000
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
(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

		(a) Amount	(b) Total
(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)		121300216
(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		159128216

Expenses

e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	90010111	
(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)		90010111
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)	8931353	
(5) Total administrative expenses. Add lines 2i(1) through (4).....	2i(5)		8931353
j Total expenses. Add all expense amounts in column (b) and enter total.....	2j		98941464

Net Income and Reconciliation

k Net income (loss). Subtract line 2j from line 2d.....	2k		60186752
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: REHMANN ROBSON LLC

(2) EIN: 38-3567911

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 lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l.

During the plan year:

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.).....

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.).....

	Yes	No	Amount
4a		X	
4b		X	

	Yes	No	Amount
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		50000000
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		101954
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.			

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)

Part V Trust Information (optional)

6a Name of trust

6b Trust's EIN

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 2012 This Form is Open to Public Inspection.
---	--	--

For calendar plan year 2012 or fiscal plan year beginning 01/01/2012 and ending 12/31/2012

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
---------------	----------------------

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>156</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
-----------------	-------------------

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
--	-----------------------------------	-----------------------------------	-------------------------------	--

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.
----------------	---

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 lines 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 lines 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 lines 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 lines 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 lines 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 lines 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 line 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 lines (a) through (c)

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

Stock: 29% Investment-Grade Debt: 54% High-Yield Debt: 3% Real Estate: 2% Other: 12%

- 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 line 19(b)?

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

Dana
Retirement
Plan



Years Ended
December 31,
2012 and 2011

Financial
Statements

DANA RETIREMENT PLAN

■ TABLE OF CONTENTS	PAGE
Independent Auditors' Report	1-2
Financial Statements	
Statements of Net Assets Available for Benefits as of December 31, 2012 and 2011 (Prepared under the Modified Cash Basis Method of Accounting)	3
Statements of Changes in Net Assets Available for Benefits for the Years Ended December 31, 2012 and 2011 (Prepared under the Modified Cash Basis Method of Accounting)	4
Statement of Accumulated Plan Benefits as of December 31, 2011	5
Statement of Changes in Accumulated Plan Benefits for the year ended December 31, 2011	6
Notes to Financial Statements	7-20

Note: All schedules required by Section 2520.103-10 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 have been omitted because they are not applicable.

INDEPENDENT AUDITORS' REPORT

October 7, 2013

Dana Holding Corporation Investment Committee
Dana Retirement Plan
Maumee, Ohio**Report on the Financial Statements**

We were engaged to audit the accompanying financial statements of the *Dana Retirement Plan* (the "Plan"), which comprise the statement of net assets available for benefits as of December 31, 2012, and the related statement of changes in net assets available for benefits for the year then ended (prepared under the modified cash basis method of accounting), the statement of accumulated plan benefits as of December 31, 2011, and the related statement of changes in accumulated plan benefits for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements; this includes determining that the modified cash basis method of accounting, as described in Note 1, is an acceptable basis for the presentation of the statements of net assets available for benefits and changes in net assets available for benefits in the circumstances. Plan management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Independent Auditors' Responsibility

Our responsibility is to express an opinion on the financial statements identified in the *Report on the Financial Statements* paragraph based on conducting the audit in accordance with auditing standards generally accepted in the United States of America. Because of the matter described in the *Basis for Disclaimer of Opinion* paragraph, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

Basis for Disclaimer of Opinion

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 information summarized in Note 2, which was certified by Northern Trust Company, the trustee of the Plan, except for comparing such 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 year ended December 31, 2012, that the information provided to the Plan Administrator by the trustee is complete and accurate.

Disclaimer of Opinion

Because of the significance of the matter described in the *Basis for Disclaimer of Opinion* paragraph, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on the financial statements identified in the *Report on the Financial Statements* paragraph.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The statements of net assets available for benefits and changes in net assets available for benefits were prepared under a modified cash basis method of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles. Our opinion is not modified with respect to that matter.

Other Matter- Comparative Financial Statements

The modified cash basis statements of net assets available for benefits and changes in net assets available for benefits of the Plan as of and for the year ended December 31, 2011, were audited by Spilman, Hills & Heidebrink, Ltd. ("Spilman") who combined with Rehmann Robson LLC as of January 1, 2013. 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 Spilman not to perform, and they did not perform, any auditing procedures with respect to the information certified by Northern Trust Company, the trustee of the Plan. Their report, dated October 11, 2012, indicated that (a) because of the significance of the information that they did not audit, they were not able to obtain sufficient, appropriate audit evidence to provide a basis for an audit opinion and, accordingly, they did not express an opinion on the financial statements and (b) the form and content of the information included in the financial statements other than that derived from the information certified by the trustee, were 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.

Report on Form and Content in Compliance with DOL Rules and Regulations

The form and content of the information included in the financial statements identified in the *Report on the Financial Statements* paragraph, 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.

A handwritten signature in black ink that reads "Rehmann Robson LLC". The signature is written in a cursive, flowing style.

DANA RETIREMENT PLAN

■ STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS (Modified Cash Basis Method of Accounting)

ASSETS	December 31	
	2012	2011
Plan interest in Dana Master Pension Trust, at fair value	<u>\$ 1,206,597,597</u>	<u>\$ 1,035,572,845</u>

The accompanying notes are an integral part of these financial statements.

DANA RETIREMENT PLAN

STATEMENTS OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS (Modified Cash Basis Method of Accounting)

	Year Ended December 31	
	2012	2011
Additions to net assets attributed to		
Plan interest in Dana Master Pension Trust net investment income	\$ 121,300,216	\$ 114,943,563
Employer contributions	148,666,000	26,643,000
Total additions	269,966,216	141,586,563
Deductions from net assets attributed to		
Benefits paid to participants	90,010,111	93,279,425
Administrative expenses	8,931,353	10,545,586
Total deductions	98,941,464	103,825,011
Net increase	171,024,752	37,761,552
Net assets available for benefits		
Beginning of year	1,035,572,845	997,811,293
End of year	\$ 1,206,597,597	\$ 1,035,572,845

The accompanying notes are an integral part of these financial statements.

DANA RETIREMENT PLAN

STATEMENT OF ACCUMULATED PLAN BENEFITS

December 31, 2011

Actuarial present value of accumulated plan benefits

Vested benefits	
Participants currently receiving payments	\$ 693,248,716
Other participants	<u>358,458,605</u>
Total vested benefits	1,051,707,321
 Nonvested benefits	 <u>12,038,984</u>
Total actuarial present value of accumulated plan benefits	<u>\$ 1,063,746,305</u>

The accompanying notes are an integral part of these financial statements.

DANA RETIREMENT PLAN

STATEMENT OF CHANGES IN ACCUMULATED PLAN BENEFITS

Year Ended December 31, 2011

Increase (decrease) during the year attributable to	
Decrease in the discount period	\$ 73,753,596
Change in actuarial assumptions	47,674,474
Benefits paid	(93,279,425)
Benefits accumulated	<u>6,419,832</u>
Net increase	34,568,477
Actuarial present value of accumulated plan benefits	
Beginning of year	<u>1,029,177,828</u>
End of year	<u><u>\$ 1,063,746,305</u></u>

The accompanying notes are an integral part of these financial statements.

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

1. DESCRIPTION OF THE PLAN AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following brief description of the *Dana Retirement Plan* (the “Plan”) is provided for general information purposes only. Participants should refer to the Plan document for more complete information.

Description of the Plan

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 an early retirement benefit under the Plan.

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 that was 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.

The Plan is administered by the Dana Holding Corporation Investment Committee (the “Investment Committee”).

Funding Policy

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) the 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.

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

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.

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.

Vesting

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

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

Administrative Expenses

Certain of the Plan's administrative expenses are paid directly by the Company and, accordingly, they are not reflected in the Plan's financial statements. Administrative fees and expenses for investment consulting, legal, actuarial, audit and record keeping services, Pension Benefit Guaranty Corporation ("PBGC") insurance premiums and services provided by the trustee, investment managers and administrative service providers are generally borne by the Plan.

Summary of Significant Accounting Policies

Basis of Accounting

The accompanying statements of net assets available for benefits and changes in net assets available for benefits are prepared under the modified cash basis method of accounting; consequently, contributions to the Plan are recognized when received rather than when earned and deductions from Plan net assets are recognized when paid rather than when the obligation is incurred.

Use of Estimates

The preparation of financial statements in conformity with the modified cash basis method of accounting requires the Plan Administrator to make estimates and assumptions that affect the reported amounts of assets, liabilities and changes therein, disclosures of contingent assets and liabilities, the recorded amounts of additions to and deductions from Plan assets and the actuarial present value of accumulated plan benefits at the date of the financial statements, and changes therein. Actual results could differ from those estimates.

Master Trust Agreement

The Plan net assets, along with the net assets of two other Company pension plans, are held by the trustee, Northern Trust Company ("Northern Trust") in the Dana Master Pension Trust (the "Master Trust"). The net 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.

Investment Valuation and Income Recognition

The Master Trust's investments are reported 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 Investment Committee determines the Master Trust's valuation policies utilizing information provided by the investment managers and trustee. See Note 3 for a discussion of the Master Trust's fair value measurements.

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

Net investment income of the Master Trust includes interest, dividends and distributions received on such investments, net income from swaps and swaptions and net appreciation (depreciation) in fair value of investments bought and sold as well as held during the year. Investment income of the Master Trust is recorded when earned on the accrual basis. Dividend income is recorded on the ex-dividend date.

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 expected date of payment.

The significant actuarial assumptions used in the valuation as of and for the year ended December 31, 2011 (most recent information available), are as follows:

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 collar participants.
Rates of Turnover and Disability	Based upon actual experience
Retirement Age	Based upon age stated in the Plan document and actual experience.
Valuation Interest Rate	7.00%

All actuarial methods and assumptions used in 2011 were consistent with those used in 2010, except that the valuation interest rate was changed from 7.50% in 2010 to 7.00% in 2011. The change in actuarial assumptions in the statement of changes in accumulated plan benefits represents the change in valuation interest rate and the use of an updated mortality table that includes an additional year of projected mortality improvements.

These actuarial assumptions are based on the presumption that the Plan will continue. Were the Plan to terminate, different actuarial assumptions and other factors might be applicable in determining the actuarial present value of accumulated plan benefits.

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

Contributions

Contributions are recorded when received by the trustee.

Payment of Benefits

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

Subsequent Events

In preparing these financial statements, Plan management has evaluated, for potential recognition or disclosure, significant events or transactions that occurred during the period subsequent to December 31, 2012, the most recent statement of net assets available for benefits presented herein, through October 7, 2013, the date these financial statements were available to be issued. No such significant events or transactions were identified.

2. MASTER TRUST

The Master Trust includes the net assets of three 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 various investment managers to direct the Master Trust's investments. The Plan's interest in the Master Trust represents 69.57% and 69.17% of the net assets of the Master Trust at December 31, 2012 and 2011, respectively.

The Plan Administrator has elected the method of compliance permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Accordingly, Northern Trust has certified the completeness and accuracy of all investment information reflected in (1) Plan interest in Master Trust included in the accompanying statements of net assets available for benefits as of December 31, 2012 and 2011, (2) the related Plan interest in the Master Trust net investment income reflected in the statements of changes in net assets available for benefits during 2012 and 2011, and (3) information summarized below.

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

Investments representing 5% or more of the net assets available for benefits of the Master Trust are as follows at December 31:

	2012	2011
Prudential U.S. Long Duration Corporate Bond Fund	\$ 249,844,217	\$ 186,791,983
Blackrock Russell 1000 Growth No Load Fund	88,225,072	76,532,366
Other investments, individually less than 5% of the Master Trust's net assets available for benefits	<u>1,404,577,126</u>	<u>1,228,632,203</u>
Total investments	<u>\$ 1,742,646,415</u>	<u>\$1,491,956,552</u>

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

	2012	2011
Assets		
Investments, at fair value		
Equity securities	\$ 75,226,368	\$ 126,880,363
Collective trust funds	705,814,557	524,926,669
Hedge funds	78,480,762	73,185,534
U.S. government and agency securities	364,887,645	353,116,938
Corporate debt instruments	393,247,890	355,604,655
State and local bonds	13,471,630	15,828,855
Foreign government bonds	2,062,776	1,728,869
Core real estate investment funds	38,800,733	36,554,928
Swaps and swaptions, net	3,859,906	75,968
Interest-bearing cash	<u>66,794,148</u>	<u>4,053,773</u>
Total investments	1,742,646,415	1,491,956,552
Receivables		
Interest and dividends	6,404,625	6,999,924
Securities sold not settled	<u>27,677,731</u>	<u>11,459,560</u>
Total receivables	34,082,356	18,459,484
Noninterest-bearing cash	2,111,028	139,542
Other	<u>447,563</u>	<u>407,594</u>
Total assets	1,779,287,362	1,510,963,172
Liability		
Securities purchased not settled	<u>45,063,837</u>	<u>13,774,942</u>
Net assets available for benefits	<u>\$ 1,734,223,525</u>	<u>\$1,497,188,230</u>

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

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

	2012	2011
Additions to net assets attributed to		
Investment income		
Net appreciation in fair value of investments	\$ 129,698,912	\$ 126,391,998
Interest	33,511,083	31,806,858
Dividends and distributions	8,382,341	7,199,871
Income from swaps and swaptions, net	2,963,729	1,081,916
Securities lending program	-	28,084
Other	167,773	241,624
Net investment income	174,723,838	166,750,351
Employer contributions	211,672,000	29,874,000
Total additions	386,395,838	196,624,351
Deductions from net assets attributed to		
Benefits paid to participants	136,866,457	140,931,228
Administrative expenses	12,494,086	14,932,224
Total deductions	149,360,543	155,863,452
Net increase in net assets available for benefits	237,035,295	40,760,899
Net assets available for benefits, beginning of year	1,497,188,230	1,456,427,331
Net assets available for benefits, end of year	<u>\$ 1,734,223,525</u>	<u>\$1,497,188,230</u>

The net appreciation (depreciation) in the fair value of the Master Trust's investments consisted of the following for the years ended December 31:

	2012	2011
Equity securities	\$ 12,617,927	\$ (2,843,411)
Collective trust funds	73,049,000	(10,263,760)
Hedge funds	5,295,228	(4,318,867)
U.S. government and agency securities	6,753,639	103,412,360
Corporate debt instruments	28,691,899	21,742,799
State and local bonds	661,044	2,487,274
Foreign government bonds	511,017	57,539
Registered investment companies	-	118,018
Core real estate investment funds	2,765,256	3,763,689
Swaps and swaptions	(646,098)	12,229,236
Foreign currencies	-	7,121
Total	<u>\$ 129,698,912</u>	<u>\$ 126,391,998</u>

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

The net appreciation (depreciation) in fair value of investments whose fair values have been measured by quoted prices in active markets are as follows for the years ended December 31:

	2012	2011
Equity securities	\$ 12,586,366	\$ (2,546,239)
Registered investment companies	-	118,018
Core real estate investment funds	-	41,974
Total	\$ 12,586,366	\$ (2,386,247)

3. FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under FASB Accounting Standards Codification (ASC) 820, Fair Value Measurements and Disclosures, are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Master Trust has the ability to access.

Level 2: Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability; and
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The fair value measurement level within the fair value hierarchy of each of the Master Trust's assets and liabilities is based on the lowest level of any input that is significant to the fair value measurements. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

The following is a description of the valuation methodologies used for assets measured at fair value. For financial assets recorded at fair value, the description includes an indication of the level of the fair value hierarchy in which the assets are classified. There have been no changes in the methodologies used at December 31, 2012 and 2011.

Equity securities: Fair value measurement for most equity securities is based upon closing prices reported in an active market and are classified as Level 1. For securities classified as Level 2, fair value is determined based on bids received by industry vendors.

Collective trust funds: These investments are public investment securities valued using the net asset value ("NAV") provided by the issuer and are classified as Level 2. The NAV is quoted on a private market that is not active; however, the unit price is based on underlying investments which are traded on an active market.

Hedge funds: These investments are not traded in a market that is active and fair value is determined by the issuer based on the value of the underlying net assets of the funds and are classified as Level 2.

U.S. government and agency securities: Fair value is based on yields currently available for comparable securities and these investments are classified as Level 2.

Corporate debt instruments: Fair value is based on yields currently available for comparable securities and these investments are classified as Level 2.

State and local bonds: Fair value is based on yields currently available for comparable securities and these investments are classified as Level 2.

Foreign government bonds: Fair value is based on yields currently available for comparable securities and these investments are classified as Level 2.

Core real estate investment funds: Fair value is based on net asset values provided by the fund managers or determined by a third party and these investments are classified as Level 3.

Swaps and swaptions: Fair value is determined based on quotes received by industry vendors and these securities are classified as Level 2.

Interest-bearing cash: Fair value is determined based on exchange rates sourced by Reuters and these investments are classified as Level 2.

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although management of the Master Trust believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

The following tables set forth, by level within the fair value hierarchy, the Master Trust investments measured at fair value at December 31:

2012	(in thousands of dollars)			
	Level 1	Level 2	Level 3	Total
Equity securities				
Broadcasting and publishing	\$ 9,053	\$ -	\$ -	\$ 9,053
Business services	3,251	-	-	3,251
Consumer goods	6,961	-	-	6,961
Electronics	3,208	-	-	3,208
Energy	2,452	-	-	2,452
Financial services	6,355	-	-	6,355
Food and household products	13,102	-	-	13,102
Health	2,379	-	-	2,379
Industrials	6,296	262	-	6,558
Leisure and tourism	5,282	7	-	5,289
Machinery	6,140	-	-	6,140
Real estate	1,139	-	-	1,139
Technology	4,100	-	-	4,100
Telecommunications	2,913	-	-	2,913
Utilities	2,326	-	-	2,326
	<u>74,957</u>	<u>269</u>	<u>-</u>	<u>75,226</u>
Collective trust funds	-	705,815	-	705,815
Hedge funds	-	78,481	-	78,481
U.S. government and agency securities	-	364,887	-	364,887
Corporate debt instruments				
A - AAA rated	-	291,386	-	291,386
B - BBB rated	-	84,896	-	84,896
C - CCC rated	-	4,983	-	4,983
Not rated	-	11,983	-	11,983
	<u>-</u>	<u>393,248</u>	<u>-</u>	<u>393,248</u>
State and local bonds				
A - AAA rated	-	13,082	-	13,082
B - BBB rated	-	389	-	389
	<u>-</u>	<u>13,471</u>	<u>-</u>	<u>13,471</u>
Foreign government bonds				
A - AAA rated	-	1,834	-	1,834
B - BBB rated	-	229	-	229
	<u>-</u>	<u>2,063</u>	<u>-</u>	<u>2,063</u>
Core real estate investment funds	-	-	38,801	38,801
Swaps and swaptions, net	-	3,860	-	3,860
Interest-bearing cash	-	66,794	-	66,794
Total assets at fair value	<u>\$ 74,957</u>	<u>\$ 1,628,888</u>	<u>\$ 38,801</u>	<u>\$ 1,742,646</u>

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

2011	(in thousands of dollars)			
	Level 1	Level 2	Level 3	Total
Equity securities				
Broadcasting and publishing	\$ 9,061	\$ -	\$ -	\$ 9,061
Business services	8,936	-	-	8,936
Consumer goods	19,494	6	-	19,500
Electronics	5,420	7	-	5,427
Energy	6,292	-	-	6,292
Financial services	13,843	-	-	13,843
Food and household products	10,674	-	-	10,674
Health	9,095	-	-	9,095
Industrials	5,217	-	-	5,217
Leisure and tourism	10,854	247	-	11,101
Machinery	5,137	-	-	5,137
Real estate	1,583	55	-	1,638
Technology	9,241	-	-	9,241
Telecommunications	3,464	-	-	3,464
Utilities	5,471	-	-	5,471
Other	2,783	-	-	2,783
	<u>126,565</u>	<u>315</u>	<u>-</u>	<u>126,880</u>
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	-	7,395	-	7,395
	-	<u>355,605</u>	-	<u>355,605</u>
State and local bonds				
A - AAA rated	-	15,514	-	15,514
B - BBB rated	-	315	-	315
Foreign government bonds				
A - AAA rated	-	1,729	-	1,729
Core real estate investment funds	-	-	36,555	36,555
Swaps and swaptions, net	-	76	-	76
Interest-bearing cash	-	4,054	-	4,054
Total assets at fair value	<u>\$ 126,565</u>	<u>\$ 1,328,837</u>	<u>\$ 36,555</u>	<u>\$ 1,491,957</u>

The following is a description of the investment strategies for investments recorded at net asset value at December 31, 2012 and 2011. These investments have no unfunded commitments, allow for daily redemption and have no redemption notice period.

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.

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

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.

4. RELATED PARTY AND PARTY-IN-INTEREST TRANSACTIONS

Administrative fees and expenses relating to services provided by Northern Trust, investment advisors and managers, administrative service providers and auditors qualify as party-in-interest transactions which are exempt from prohibited transaction rules. Plan expenses paid to parties-in-interest were \$7,299,931 in 2012 and \$8,034,063 in 2011.

5. INCOME TAX STATUS

The Internal Revenue Service ("IRS") has determined and informed the Company by a letter dated March 19, 1998, that the Plan and related trust are designed in accordance with applicable sections of the Internal Revenue Code ("IRC"). The Plan has been amended since the date of the determination letter. However, the Plan Administrator and the Plan's legal counsel believe that the Plan is designed and is currently being operated in compliance with the applicable requirements of the IRC.

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 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 another determination letter request with the IRS for the Plan on January 31, 2011 but has not received a response.

The Plan Administrator has analyzed the tax positions taken by the Plan to determine if the Plan has taken any uncertain tax positions that more likely than not would not be sustained upon examination by the IRS, and has concluded that as of December 31, 2012, there are no uncertain positions taken or expected to be taken. The Plan may be 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 2009 under the IRS three-year statute of limitations.

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

6. PLAN TERMINATION

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.

Certain benefits under the Plan are insured by the 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.

7. RISKS AND UNCERTAINTIES

The Master Trust 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 investment securities, it is at least reasonably possible that changes in the fair values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statements of net assets available for benefits and the statements of changes in net assets available for benefits.

Plan contributions are made and the actuarial present value of accumulated plan benefits are reported based on certain 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 would be material to the financial statements.

DANA RETIREMENT PLAN

NOTES TO FINANCIAL STATEMENTS

8. RECONCILIATION OF FINANCIAL STATEMENTS TO SCHEDULE H OF FORMS 5500

Employer contributions receivable are reported on Schedule H of Forms 5500 for contributions related to the plan year that were made prior to the completion of the actuarial report but not yet received as of December 31. Under the modified cash basis method of accounting, such contributions are reported in these financial statements when received by the Plan.

The following is a reconciliation of net assets available for benefits reported in these financial statements to the amounts reported on Schedule H of Forms 5500 at December 31:

	2012	2011
Net assets available for benefits reported in these financial statements	\$ 1,206,597,597	\$ 1,035,572,845
Employer contributions receivable reported on Forms 5500	<u>28,138,000</u>	<u>138,976,000</u>
Net assets available for benefits reported on Schedule H of Forms 5500	<u>\$ 1,234,735,597</u>	<u>\$ 1,174,548,845</u>

The following is a reconciliation of change in net assets available for benefits reported in these financial statements to the amounts reported on Schedule H of Forms 5500 for the years ended December 31:

	2012	2011
Change in net assets available for benefits reported in these financial statements	\$ 171,024,752	\$ 37,761,552
Change in employer contributions receivable reported on Forms 5500	<u>(110,838,000)</u>	<u>138,976,000</u>
Change in net assets available for benefits reported on Schedule H of Forms 5500	<u>\$ 60,186,752</u>	<u>\$ 176,737,552</u>

■ ■ ■ ■ ■

Dana Limited
Dana Retirement Plan
EIN: 26-1318190
Plan Number: 001
Attachment to the 2012 Schedule SB – Statement by Enrolled Actuary

Schedule SB - Statement by Enrolled Actuary

Plan Sponsor	Dana Limited
EIN/PN	26-1318190/001
Plan Name	Dana Retirement Plan
Valuation Date	January 1, 2012
Enrolled Actuary	Christian O'Keefe
Enrollment Number	11-07154

The actuarial assumptions that are not mandated by IRC § 430 and regulations, represent the enrolled actuary's best estimate of anticipated experience under the plan, subject to the following conditions:

The actuarial valuation, on which the information in this Schedule SB is based, has been prepared in reliance upon the employee and financial data furnished by the plan administrator and the trustee. The enrolled actuary has not made a rigorous check of the accuracy of this information but has accepted it after reviewing it and concluding it is reasonable in relation to similar information furnished in previous years. The amounts of contributions and dates paid shown in Item 18 of Schedule SB were listed in reliance on information provided by the plan administrator and/or trustee.

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 2012 This Form is Open to Public Inspection
---	--	--

For calendar plan year 2012 or fiscal plan year beginning 01/01/2012 and ending 12/31/2012

► 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 ☐ Other **F** Prior year plan size: ☐ 100 or fewer ☐ 101-500 ☒ More than 500

Part I Basic Information

1 Enter the valuation date: Month <u>1</u> Day <u>1</u> Year <u>2012</u>			
2 Assets:			
a Market value	2a		1,173,426,665
b Actuarial value	2b		1,173,426,665
3 Funding target/participant count breakdown:			
		(1) Number of participants	(2) Funding Target
a For retired participants and beneficiaries receiving payment	3a	12,534	706,760,413
b For terminated vested participants	3b	16,026	259,169,216
c For active participants:			
(1) Non-vested benefits	3c(1)		11,819,613
(2) Vested benefits	3c(2)		95,551,759
(3) Total active	3c(3)	2,426	107,371,372
d Total	3d	30,986	1,073,301,001
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		6.95
6 Target normal cost	6		3,738,000

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. Firm name 28411 NORTHWESTERN HWY SUITE 500 SOUTHFIELD MI 48034 Address of the firm	<u>9/24/2013</u> 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 ☐

Part II Beginning of Year Carryover Prefunding Balances

	(a) Carryover balance	(b) Prefunding balance
7 Balance at beginning of prior year after applicable adjustments (line 13 from prior year).....	18,487,355	0
8 Portion elected for use to offset prior year's funding requirement (line 35 from prior year).....	0	0
9 Amount remaining (line 7 minus line 8).....	18,487,355	0
10 Interest on line 9 using prior year's actual return of <u>11.30</u> %.....	2,089,071	
11 Prior year's excess contributions to be added to prefunding balance:		
a Present value of excess contributions (line 38a from prior year).....		116,854,150
b Interest on (a) using prior year's effective interest rate of <u>6.21</u> % except as otherwise provided (see instructions).....		7,256,643
c Total available at beginning of current plan year to add to prefunding balance.....		124,110,793
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).....	20,576,426	0

Part III Funding Percentages

14 Funding target attainment percentage.....	14	107.41 %
15 Adjusted funding target attainment percentage.....	15	109.32 %
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	85.55 %
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
10/31/2012	9,690,000				
01/31/2013	7,000,000				
09/11/2013	21,138,000				
Totals ▶			18(b)	37,828,000	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	34,538,360

20 Quarterly contributions and liquidity shortfalls:**a** Did the plan have a "funding shortfall" for the prior year? ☒ Yes ☐ No**b** If line 20a is "Yes," were required quarterly installments for the current year made in a timely manner? ☒ Yes ☐ No**c** If line 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: 5.54 %	2nd segment: 6.85 %	3rd segment: 7.52 %	☐ 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 subject to 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 18a).....	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	3,738,000	
b Excess assets, if applicable, but not greater than line 31a	31b	3,738,000	
32 Amortization installments:	Outstanding Balance	Installment	
a Net shortfall amortization installment	0	0	
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	0	
	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement.....	13,800,000	0	13,800,000
36 Additional cash requirement (line 34 minus line 35)	36	0	
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c).....	37	34,538,360	
38 Present value of excess contributions for current year (see instructions)			
a Total (excess, if any, of line 37 over line 36)	38a	34,538,360	
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 an election was made to use PRA 2010 funding relief for this plan:				
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 Retirement Plan
EIN: 26-1318190
Plan Number: 001
Attachment to the 2012 Schedule SB – Statement by Enrolled Actuary

Schedule SB - Statement by Enrolled Actuary

Plan Sponsor	Dana Limited
EIN/PN	26-1318190/001
Plan Name	Dana Retirement Plan
Valuation Date	January 1, 2012
Enrolled Actuary	Christian O'Keefe
Enrollment Number	11-07154

The actuarial assumptions that are not mandated by IRC § 430 and regulations, represent the enrolled actuary's best estimate of anticipated experience under the plan, subject to the following conditions:

The actuarial valuation, on which the information in this Schedule SB is based, has been prepared in reliance upon the employee and financial data furnished by the plan administrator and the trustee. The enrolled actuary has not made a rigorous check of the accuracy of this information but has accepted it after reviewing it and concluding it is reasonable in relation to similar information furnished in previous years. The amounts of contributions and dates paid shown in Item 18 of Schedule SB were listed in reliance on information provided by the plan administrator and/or trustee.

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

		<u>Reflecting Corridors</u>	<u>Not Reflecting Corridors*</u>
	First segment rate	5.54%	2.06%
	Second segment rate	6.85%	5.25%
	Third segment rate	7.52%	6.32%
–	MAP-21 applied for funding	Yes	
–	MAP-21 applied for benefit restrictions	Yes	
•	Transition from current liability rates	No	
•	Effective Interest Rate	<u>Reflecting Corridors</u>	<u>Not Reflecting Corridors*</u>
	– Plan 001	6.95%	5.40%
	– Plan 003	6.88%	5.26%
	– Plan 015	6.95%	5.40%

*These rates were used solely to determine PBGC liabilities and the maximum deductible contribution.

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:

- The segment rates used to determine minimum funding requirements and benefit restrictions were revised by applying the corridors of MAP-21. MAP-21 requires that such corridors not apply for purposes of determining the deductible limit.
- 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

Full Years of Credited Service at the Beginning of the Plan Year	Earnings up to 1/4th of the Maximum Taxable Social Security <u>Wage Base</u> for the Plan Year	Earnings over 1/4th of the Maximum Taxable Social Security <u>Wage Base</u> for the Plan Year
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: Single life annuity
Optional forms of benefit:

<u>Option</u>	<u>Conversion Basis</u>
Life Annuity	UP84 Unisex +1, 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)

- (b) Benefit: The Accrued Benefit determined at date of early retirement, reduced .5% 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 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 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. Disability Benefit:
- (a) Eligibility: All employees who become disabled after attaining 10 or more years of Credited Service.
- (b) Benefit: The Accrued Benefit determined at date of disability, payable no sooner than the 7th month of disability.
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.

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) <u>Eligibility:</u> | Completion of 5 or more years of Credited Service. |
| (b) <u>Benefit Payable at Normal Retirement Date:</u> | The Accrued Benefit determined at date of termination. |
| (c) <u>Early Commencement of Benefit:</u> | 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) <u>Eligibility:</u> | Employees with 10 or more years of Credited Service who became disabled prior to January 1, 1980. |
| (b) <u>Benefit:</u> | 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) <u>Eligibility:</u> | Early retirement under disability retirement (see 8(a) above). |
| (b) <u>Benefit:</u> | \$11.00 times years of Credited Service up to 25 years, payable until age 62. |

10. Supplemental Benefits:

- | | |
|-------------------------|--|
| (a) <u>Eligibility:</u> | 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)

- | | |
|------------------------------------|--|
| (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:

Dana Limited
Dana Retirement Plan
EIN: 26-1318190
Plan Number: 001
Attachment to the 2012 Schedule SB – Part V Plan Provisions

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

-
- 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

-
- 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,

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) at Florence, KY (salaried and hourly employees) at Auburn Hills, MI (salaried employees only)	06/02/97
Automotive Controls Corporation at Branford, CT at Independence, KS	01/01/64 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:

<u>If the employee's hours of service during the Plan Year are:</u>	<u>Then he is credited with the following number of years of Credited Service for the Plan Year:</u>
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

7.	<u>Annual Earnings:</u>	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.	<u>Final Average Earnings:</u>	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.	<u>Social Security Covered Compensation:</u>	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.	<u>Participation Requirements:</u>	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.	<u>Normal Retirement Benefits:</u>	
	(a) <u>Normal Retirement Date:</u>	The first day of the month coinciding with or next following attainment of age 65 and completion of five years of vesting service.
12.	<u>Annual Pension Benefit:</u>	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.

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

(a) <u>Qualified Pre-Retirement Survivor Annuity:</u>	If a participant dies prior to retirement but after having a vested benefit, 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) <u>Post Retirement:</u>	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

-
- 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.

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

-
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 Devices, 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 Devices 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.

Form

75% J&S

Conversion Factor

0.89 +/- 0.4% per year age difference, limited to 1.0

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

<u>Last Day of Service Is:</u>	<u>Monthly Benefit Multiple</u>
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 ½ 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.
- 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

DANA LIMITED
Dana Retirement Plan
EIN: 26-1318190
Plan Number: 001
Attachment to the 2012 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, 2012 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, 2012: 48.8
Average Credited Service at January 1, 2012: 14.1

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

(*) Average Service at age 50 equals average credited service at January 1, 2012 plus one full year for each year between average age at January 1, 2012 and age 50.

61 Weighted Average Retirement Age

Merged plan 001 average

SUBPLAN	AVERAGE	ACTIVES	AVG * # ACTIVES
Retirement Income Plan	61	1,900	115,900
RIP - Hourly Participants	60	433	25,980
Syracuse	62	43	2,666
Weatherhead	62	52	3,224
DAAG	62	25	1,550
Total		2,453	149,320
Overall Average			61

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

Attachment to the 2012 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, 2012 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, 2012: 52.3
Average Credited Service at January 1, 2012: 19.1

Participants < 30 Yrs of Svc				Participants 30-31 Yrs. Of Svc				Participants 32+ Yrs of Svc			
Age:	Assumed Active		Average Service (Y)	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age
	BOY Count:	1,000									
50	50	1,000	17	0.000	0	1,000	0	0.150	75	925	3,750
51	51	1,000	18	0.000	0	1,000	0	0.150	69	856	3,519
52	52	1,000	19	0.000	0	1,000	0	0.150	64	792	3,328
53	53	1,000	20	0.000	0	1,000	0	0.150	59	733	3,127
54	54	1,000	21	0.000	0	1,000	0	0.150	55	678	2,970
55	55	1,000	22	0.050	50	950	2,750	0.275	102	576	5,610
56	56	950	23	0.050	48	902	2,888	0.275	86	490	4,816
57	57	902	24	0.075	68	834	3,876	0.275	74	416	4,218
58	58	834	25	0.075	63	771	3,654	0.275	62	354	3,596
59	59	771	26	0.075	58	713	3,422	0.275	53	301	3,127
60	60	713	27	0.150	107	606	6,420	0.275	45	256	2,700
61	61	606	28	0.150	91	515	5,551	0.275	38	218	2,318
62	62	515	29	0.300	155	360	9,610	0.300	65	153	4,030
63	63	360	30	0.150	54	306	3,402	0.150	23	130	1,449
64	64	306	31	0.150	46	260	2,944	0.150	20	110	1,280
65	65	260	32	0.750	195	65	12,675	0.750	83	27	5,395
66	66	65	33	0.500	33	32	2,178	0.500	14	13	924
67	67	32	34	0.500	16	16	1,072	0.500	7	6	469
68	68	16	35	0.500	8	8	544	0.500	3	3	204
69	69	8	36	0.500	4	4	276	0.500	2	1	138
70	70	4	37	1.000	4	0	280	1.000	1	0	70
							61,342				
							Weighted Average Retirement Age				
							61				

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

* Age 30-31 range is excluded from this calculation

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

Attachment to the 2012 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, 2012 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, 2012: 56.5				Participants < 30 Yrs of Svc										Participants 30-31 Yrs. Of Svc										Participants 32+ Yrs of Svc									
Average Credited Service at January 1, 2012: 15.6				Assumed Active BOY Count:				Average Service (1)		Retirement Rate		Number of Expected Retirements		Number of Remaining Actives		Number of Retirements Times Age		Retirement Rate*		Retirement Rate		Number of Expected Retirements		Number of Remaining Actives		Number of Retirements Times Age							
Age:	BOY Count:	Service (1)	Rate	Rate	Expected Retirements	Remaining Actives	Retirements Times Age	Rate*	Rate	BOY Count:	Active BOY Count:	Rate	Rate	Expected Retirements	Remaining Actives	Retirements Times Age	Rate	Rate	BOY Count:	Active BOY Count:	Rate	Rate	Expected Retirements	Remaining Actives	Retirements Times Age								
50	1,000	9	0.000	0	1,000	0	0	0.150	0.075	1,000	1,000	0.150	0.075	75	925	3,750	0.150	0.075	1,000	1,000	0.075	0.075	75	925	3,750								
51	1,000	10	0.000	0	1,000	0	0	0.150	0.075	1,000	1,000	0.150	0.075	69	856	3,519	0.150	0.075	925	925	0.075	0.075	69	856	3,519								
52	1,000	11	0.000	0	1,000	0	0	0.150	0.075	1,000	1,000	0.150	0.075	64	792	3,328	0.150	0.075	856	856	0.075	0.075	64	792	3,328								
53	1,000	12	0.000	0	1,000	0	0	0.150	0.075	1,000	1,000	0.150	0.075	59	733	3,127	0.150	0.075	792	792	0.075	0.075	59	733	3,127								
54	1,000	13	0.000	0	1,000	0	0	0.150	0.075	1,000	1,000	0.150	0.075	55	678	2,970	0.150	0.075	733	733	0.075	0.075	55	678	2,970								
55	1,000	14	0.000	0	1,000	0	0	0.275	0.150	1,000	1,000	0.275	0.150	102	576	5,610	0.275	0.150	678	678	0.150	0.150	102	576	5,610								
56	1,000	15	0.000	0	1,000	0	0	0.275	0.150	1,000	1,000	0.275	0.150	86	490	4,816	0.275	0.150	576	576	0.150	0.150	86	490	4,816								
57	1,000	16	0.000	0	1,000	0	0	0.275	0.150	1,000	1,000	0.275	0.150	74	416	4,218	0.275	0.150	490	490	0.150	0.150	74	416	4,218								
58	1,000	17	0.000	0	1,000	0	0	0.275	0.150	1,000	1,000	0.275	0.150	62	354	3,596	0.275	0.150	416	416	0.150	0.150	62	354	3,596								
59	1,000	18	0.075	75	925	0	4,425	0.275	0.150	925	925	0.275	0.150	53	301	3,127	0.275	0.150	354	354	0.150	0.150	53	301	3,127								
60	925	19	0.150	139	786	0	8,340	0.275	0.300	786	786	0.275	0.300	45	256	2,700	0.275	0.300	301	301	0.300	0.300	45	256	2,700								
61	786	20	0.150	118	668	0	7,198	0.275	0.300	668	668	0.275	0.300	38	218	2,318	0.275	0.300	256	256	0.300	0.300	38	218	2,318								
62	668	21	0.300	200	468	0	12,400	0.300	0.300	468	468	0.300	0.300	65	153	4,030	0.300	0.300	218	218	0.300	0.300	65	153	4,030								
63	468	22	0.150	70	398	0	4,410	0.150	0.150	398	398	0.150	0.150	23	130	1,449	0.150	0.150	153	153	0.150	0.150	23	130	1,449								
64	398	23	0.150	60	338	0	3,840	0.150	0.150	338	338	0.150	0.150	20	110	1,280	0.150	0.150	130	130	0.150	0.150	20	110	1,280								
65	338	24	0.750	254	84	0	16,510	0.750	0.750	84	84	0.750	0.750	83	27	5,395	0.750	0.750	110	110	0.750	0.750	83	27	5,395								
66	84	25	0.500	42	42	0	2,772	0.500	0.500	42	42	0.500	0.500	14	13	924	0.500	0.500	27	27	0.500	0.500	14	13	924								
67	42	26	0.500	21	21	0	1,407	0.500	0.500	21	21	0.500	0.500	7	6	469	0.500	0.500	13	13	0.500	0.500	7	6	469								
68	21	27	0.500	11	10	0	748	0.500	0.500	10	10	0.500	0.500	3	3	204	0.500	0.500	6	6	0.500	0.500	3	3	204								
69	10	28	0.500	5	5	0	345	0.500	0.500	5	5	0.500	0.500	2	1	138	0.500	0.500	3	3	0.500	0.500	2	1	138								
70	5	29	1.000	5	5	0	350	1.000	1.000	5	5	1.000	1.000	1	0	70	1.000	1.000	1	1	1.000	1.000	1	0	70								
																		Weighted Average Retirement Age				57.038											
																						62.745											

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

* Age 30-31 range is excluded from this calculation

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

Attachment to the 2012 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, 2012 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, 2012: 54.0													
Average Credited Service at January 1, 2012: 9.5													
Participants < 30 Yrs of Svc													
Participants													
30-31 Yrs. Of Svc													
Participants 32+ Yrs of Svc													
Age:	Assumed Active BOY Count:	Average Service (Y)	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age	Retirement Rate*	Assumed Active BOY Count:	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of 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

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

* Age 30-31 range is excluded from this calculation

DANA LIMITED
Dana Retirement Plan
EIN: 26-1318190
Plan Number: 001
Attachment to the 2012 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, 2012 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, 2012: 50.3
Average Credited Service at January 1, 2012: 12.0

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	12	0.000	0	1,000	0
51	1,000	13	0.000	0	1,000	0
52	1,000	14	0.000	0	1,000	0
53	1,000	15	0.000	0	1,000	0
54	1,000	16	0.000	0	1,000	0
55	1,000	17	0.030	30	970	1,650
56	970	18	0.030	29	941	1,624
57	941	19	0.030	28	913	1,596
58	913	20	0.030	27	886	1,566
59	886	21	0.030	27	859	1,593
60	859	22	0.100	86	773	5,160
61	773	23	0.100	77	696	4,697
62	696	24	0.300	209	487	12,958
63	487	25	0.150	73	414	4,599
64	414	26	0.150	62	352	3,968
65	352	27	0.750	264	88	17,160
66	88	28	0.500	44	44	2,904
67	44	29	0.500	22	22	1,474
68	22	30	0.500	11	11	748
69	11	31	0.500	6	5	414
70	5	32	1.000	5	0	350
						62,461

(*) Average Service at age 50 equals average credited service at January 1, 2012 plus one full year for each year between average age at January 1, 2012 and age 50.

62 Weighted Average Retirement Age

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	1	0	0	0	0	0	0	0	0	0	1
25-29	Number	1	4	6	0	0	0	0	0	0	0	11
30-34	Number	1	16	100	8	0	0	0	0	0	0	125
35-39	Number	4	14	141	83	7	0	0	0	0	0	249
40-44	Number	2	10	123	136	72	16	0	0	0	0	359
45-49	Number	3	12	124	109	111	94	1	0	0	0	454
50-54	Number	5	19	116	88	80	134	45	12	0	0	499
55-59	Number	5	15	81	74	60	93	53	50	16	0	447
60-64	Number	1	7	46	37	48	48	29	20	25	7	268
65-69	Number	0	1	10	7	2	3	2	5	2	3	35
Over 69	Number	0	0	1	1	3	0	0	0	0	0	5
Total*	Number	23	98	748	543	383	388	130	87	43	10	2,453

* Includes the 52 participants who are counted multiple times in different subplans, less 25 of which are active in plans 1 and 4.



DANA LIMITED
Dana Retirement Plan
EIN: 26-1318190
Plan Number: 001
Attachment to the 2012 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, 2012 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, 2012: 48.8
Average Credited Service at January 1, 2012: 14.1

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

(*) Average Service at age 50 equals average credited service at January 1, 2012 plus one full year for each year between average age at January 1, 2012 and age 50.

61 Weighted Average Retirement Age

Merged plan 001 average

SUBPLAN	AVERAGE	ACTIVES	AVG * # ACTIVES
Retirement Income Plan	61	1,900	115,900
RIP - Hourly Participants	60	433	25,980
Syracuse	62	43	2,666
Weatherhead	62	52	3,224
DAAG	62	25	1,550
Total		2,453	149,320
Overall Average			61

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

Attachment to the 2012 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, 2012 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, 2012: 52.3
Average Credited Service at January 1, 2012: 19.1

Age:	Participants < 30 Yrs of Svc					Participants 30-31 Yrs. Of Svc					Participants 32+ Yrs of Svc				
	Assumed Active BOY Count:	Average Service (Y)	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age	Retirement Rate*	Assumed Active BOY Count:	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	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	0.075	75	925	3,750
51	1,000	18	0.000	0	1,000	0	0.150	925	0.075	69	856	0.075	69	856	3,519
52	1,000	19	0.000	0	1,000	0	0.150	856	0.075	64	792	0.075	64	792	3,328
53	1,000	20	0.000	0	1,000	0	0.150	792	0.075	59	733	0.075	59	733	3,127
54	1,000	21	0.000	0	1,000	0	0.150	733	0.075	55	678	0.075	55	678	2,970
55	1,000	22	0.050	50	950	2,750	0.275	678	0.150	102	576	0.150	102	576	5,610
56	950	23	0.050	48	902	2,688	0.275	576	0.150	86	490	0.150	86	490	4,816
57	902	24	0.075	68	834	3,876	0.275	490	0.150	74	416	0.150	74	416	4,218
58	834	25	0.075	63	771	3,654	0.275	416	0.150	62	354	0.150	62	354	3,596
59	771	26	0.075	58	713	3,422	0.275	354	0.150	53	301	0.150	53	301	3,127
60	713	27	0.150	107	606	6,420	0.275	301	0.150	45	256	0.150	45	256	2,700
61	606	28	0.150	91	515	5,551	0.275	256	0.150	38	218	0.150	38	218	2,318
62	515	29	0.300	155	360	9,610	0.300	218	0.300	65	153	0.300	65	153	4,030
63	360	30	0.150	54	306	3,402	0.150	153	0.150	23	130	0.150	23	130	1,449
64	306	31	0.150	46	260	2,944	0.150	130	0.150	20	110	0.150	20	110	1,280
65	260	32	0.750	195	65	12,675	0.750	110	0.750	83	27	0.750	83	27	5,395
66	65	33	0.500	33	32	2,178	0.500	27	0.500	14	13	0.500	14	13	924
67	32	34	0.500	16	16	1,072	0.500	13	0.500	7	6	0.500	7	6	469
68	16	35	0.500	8	8	544	0.500	6	0.500	3	3	0.500	3	3	204
69	8	36	0.500	4	4	276	0.500	3	0.500	2	1	0.500	2	1	138
70	4	37	1.000	4	0	280	1.000	1	1.000	1	0	1.000	1	0	70
						61,342									57,038

Weighted Average Retirement Age 61

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

* Age 30-31 range is excluded from this calculation

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

Attachment to the 2012 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, 2012 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, 2012: 54.0				Participants 32+ Yrs of Svc									
Average Credited Service at January 1, 2012: 9.5				Participants 30-31 Yrs. Of Svc									
Age:	Assumed Active BOY Count:	Average Service (Y)	Retirement Rate	Participants < 30 Yrs of Svc			Participants 30-31 Yrs. Of Svc			Participants 32+ Yrs of Svc			
				Number of Expected Retirements	Number of Remaining Actives	Number of Retirements Times Age	Retirement Rate*	Assumed Active BOY Count:	Retirement Rate	Number of Expected Retirements	Number of Remaining Actives	Number of 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			

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

* Age 30-31 range is excluded from this calculation

DANA LIMITED
Dana Retirement Plan
EIN: 26-1318190
Plan Number: 001
Attachment to the 2012 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, 2012 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, 2012: 50.3
Average Credited Service at January 1, 2012: 12.0

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	12	0.000	0	1,000	0
51	1,000	13	0.000	0	1,000	0
52	1,000	14	0.000	0	1,000	0
53	1,000	15	0.000	0	1,000	0
54	1,000	16	0.000	0	1,000	0
55	1,000	17	0.030	30	970	1,650
56	970	18	0.030	29	941	1,624
57	941	19	0.030	28	913	1,596
58	913	20	0.030	27	886	1,566
59	886	21	0.030	27	859	1,593
60	859	22	0.100	86	773	5,160
61	773	23	0.100	77	696	4,697
62	696	24	0.300	209	487	12,958
63	487	25	0.150	73	414	4,599
64	414	26	0.150	62	352	3,968
65	352	27	0.750	264	88	17,160
66	88	28	0.500	44	44	2,904
67	44	29	0.500	22	22	1,474
68	22	30	0.500	11	11	748
69	11	31	0.500	6	5	414
70	5	32	1.000	5	0	350
						62,461

(*) Average Service at age 50 equals average credited service at January 1, 2012 plus one full year for each year between average age at January 1, 2012 and age 50.

62 Weighted Average Retirement Age

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	1	0	0	0	0	0	0	0	0	0	1
25-29	Number	1	4	6	0	0	0	0	0	0	0	11
30-34	Number	1	16	100	8	0	0	0	0	0	0	125
35-39	Number	4	14	141	83	7	0	0	0	0	0	249
40-44	Number	2	10	123	136	72	16	0	0	0	0	359
45-49	Number	3	12	124	109	111	94	1	0	0	0	454
50-54	Number	5	19	116	88	80	134	45	12	0	0	499
55-59	Number	5	15	81	74	60	93	53	50	16	0	447
60-64	Number	1	7	46	37	48	48	29	20	25	7	268
65-69	Number	0	1	10	7	2	3	2	5	2	3	35
Over 69	Number	0	0	1	1	3	0	0	0	0	0	5
Total*	Number	23	98	748	543	383	388	130	87	43	10	2,453

* Includes the 52 participants who are counted multiple times in different subplans, less 25 of which are active in plans 1 and 4.

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

		<u>Reflecting Corridors</u>	<u>Not Reflecting Corridors*</u>
	First segment rate	5.54%	2.06%
	Second segment rate	6.85%	5.25%
	Third segment rate	7.52%	6.32%
–	MAP-21 applied for funding	Yes	
–	MAP-21 applied for benefit restrictions	Yes	
•	Transition from current liability rates	No	
•	Effective Interest Rate	<u>Reflecting Corridors</u>	<u>Not Reflecting Corridors*</u>
	– Plan 001	6.95%	5.40%
	– Plan 003	6.88%	5.26%
	– Plan 015	6.95%	5.40%

*These rates were used solely to determine PBGC liabilities and the maximum deductible contribution.

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:

- The segment rates used to determine minimum funding requirements and benefit restrictions were revised by applying the corridors of MAP-21. MAP-21 requires that such corridors not apply for purposes of determining the deductible limit.
- 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

Full Years of Credited Service at the Beginning of the Plan Year	Earnings up to 1/4th of the Maximum Taxable Social Security <u>Wage Base</u> for the Plan Year	Earnings over 1/4th of the Maximum Taxable Social Security <u>Wage Base</u> for the Plan Year
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: Single life annuity
Optional forms of benefit:

<u>Option</u>	<u>Conversion Basis</u>
Life Annuity	UP84 Unisex +1, 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)

- (b) Benefit: The Accrued Benefit determined at date of early retirement, reduced .5% 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 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 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. Disability Benefit:
 - (a) Eligibility: All employees who become disabled after attaining 10 or more years of Credited Service.
 - (b) Benefit: The Accrued Benefit determined at date of disability, payable no sooner than the 7th month of disability.
- 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.

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) <u>Eligibility:</u> | Completion of 5 or more years of Credited Service. |
| (b) <u>Benefit Payable at Normal Retirement Date:</u> | The Accrued Benefit determined at date of termination. |
| (c) <u>Early Commencement of Benefit:</u> | 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) <u>Eligibility:</u> | Employees with 10 or more years of Credited Service who became disabled prior to January 1, 1980. |
| (b) <u>Benefit:</u> | 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) <u>Eligibility:</u> | Early retirement under disability retirement (see 8(a) above). |
| (b) <u>Benefit:</u> | \$11.00 times years of Credited Service up to 25 years, payable until age 62. |

10. Supplemental Benefits:

- | | |
|-------------------------|--|
| (a) <u>Eligibility:</u> | 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) <u>Active Vested and Terminated Vested Employees Eligible for Early or Normal Retirement:</u> | 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) <u>Retired Employees:</u> | 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) <u>Active Vested and Terminated Vested Employees Not Eligible for Normal or Early Retirement:</u> | 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)

- | | |
|------------------------------------|--|
| (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:

Dana Limited
Dana Retirement Plan
EIN: 26-1318190
Plan Number: 001
Attachment to the 2012 Schedule SB – Part V Plan Provisions

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

-
- 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

-
- 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,

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:

<u>If the employee's hours of service during the Plan Year are:</u>	<u>Then he is credited with the following number of years of Credited Service for the Plan Year:</u>
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

7.	<u>Annual Earnings:</u>	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.	<u>Final Average Earnings:</u>	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.	<u>Social Security Covered Compensation:</u>	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.	<u>Participation Requirements:</u>	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.	<u>Normal Retirement Benefits:</u>	
	(a) <u>Normal Retirement Date:</u>	The first day of the month coinciding with or next following attainment of age 65 and completion of five years of vesting service.
12.	<u>Annual Pension Benefit:</u>	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.

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

(a) <u>Qualified Pre-Retirement Survivor Annuity:</u>	If a participant dies prior to retirement but after having a vested benefit, 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) <u>Post Retirement:</u>	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

-
- 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.

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

-
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 Devices, 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 Devices 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.

<u>Form</u>	<u>Conversion Factor</u>
75% J&S	0.89 +/- 0.4% per year age difference, limited to 1.0
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

<u>Last Day of Service Is:</u>	<u>Monthly Benefit Multiple</u>
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 ½ 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.
- 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