

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A
(Amendment No. 5)
Under the Securities Exchange Act of 1934

DANA CORPORATION

(Name of Issuer)

Common Stock, \$1.00 Par Value Per Share

(Title of Class of Securities)

235811106

(CUSIP Number)

with copies to:

Ken Maiman
Appaloosa Management L.P.
26 Main Street
Chatham, NJ 07928
(Name, Address and Telephone Number of Person
Authorized to Receive Notices of Communication)

August 17, 2007
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. []

CUSIP No. 235811106 13D

1 NAME OF REPORTING PERSONS
Appaloosa Investment Limited Partnership I
S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS
00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

7 SOLE VOTING POWER
0

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON WITH

8 SHARED VOTING POWER
11,992,500

9 SOLE DISPOSITIVE POWER
0

10 SHARED DISPOSITIVE POWER
11,992,500

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
11,992,500

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
7.98%

14 TYPE OF REPORTING PERSON
PN

1 NAME OF REPORTING PERSONS
Palomino Fund Ltd.
S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS
00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
British Virgin Islands

	7	SOLE VOTING POWER
	0	
NUMBER OF		
SHARES	8	SHARED VOTING POWER
BENEFICIALLY	10,507,500	
OWNED BY		
EACH	9	SOLE DISPOSITIVE POWER
REPORTING	0	
PERSON WITH		
	10	SHARED DISPOSITIVE POWER
	10,507,500	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
10,507,500

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
7.00%

14 TYPE OF REPORTING PERSON
CO

1 NAME OF REPORTING PERSONS
Appaloosa Management L.P.
S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS
AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

	7	SOLE VOTING POWER
NUMBER OF	0	
SHARES	-----	
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY	22,500,500	
EACH	-----	
REPORTING	9	SOLE DISPOSITIVE POWER
PERSON WITH	0	

	10	SHARED DISPOSITIVE POWER
	22,500,500	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
22,500,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
14.98%

14 TYPE OF REPORTING PERSON
PN

1	NAME OF REPORTING PERSONS Appaloosa Partners Inc. S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) [] (b) []

3	SEC USE ONLY

4	SOURCE OF FUNDS AF

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) []

6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware

	7 SOLE VOTING POWER 0
NUMBER OF SHARES	8 SHARED VOTING POWER
BENEFICIALLY OWNED BY	22,500,500
EACH	9 SOLE DISPOSITIVE POWER
REPORTING PERSON WITH	0
	10 SHARED DISPOSITIVE POWER 22,500,500

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 22,500,000

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.98%

14	TYPE OF REPORTING PERSON CO

1	NAME OF REPORTING PERSONS David A. Tepper S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) [] (b) []

3	SEC USE ONLY

4	SOURCE OF FUNDS AF

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) []

6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America

	7 SOLE VOTING POWER 0
NUMBER OF SHARES	-----
BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8 SHARED VOTING POWER 22,500,000

	9 SOLE DISPOSITIVE POWER 0

	10 SHARED DISPOSITIVE POWER 22,500,000

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 22,500,000

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.98%

14	TYPE OF REPORTING PERSON IN

This Amendment No. 5 (this "Amendment") to the Schedule 13D filed on June 22, 2007 by the Reporting Persons, as amended by Amendment No. 1 thereto filed on June 29, 2007, by Amendment No. 2 thereto filed on July 19, 2007, by Amendment No. 3 thereto filed on July 23, 2007, and by Amendment No. 4 thereto filed on July 26, 2007 (as so amended, the "Schedule 13D") relates to the Common Stock of the Issuer and is being filed to amend the Schedule 13D as specifically set forth below.

The information set forth in the Exhibits to this Amendment is hereby expressly incorporated herein by reference, and the responses to each item of this Amendment are qualified in their entirety by the provisions of such Exhibits. Unless otherwise indicated, all capitalized terms shall have the meanings ascribed to them in the Schedule 13D, and unless otherwise amended hereby, all information previously filed remains in effect.

ITEM 4. IS AMENDED BY ADDING THE FOLLOWING:

On August 17, 2007, AMLP delivered to counsel to the Issuer and to counsel to the official committee of unsecured creditors of the Issuer an indication of interest pursuant to the Order Pursuant to 11.U.S.C. Sections 1113 and 1114(e) and Federal Rule of Bankruptcy Procedure 9019, Approving Settlement Agreements with The United Steelworkers and United Autoworkers, and Pursuant to 11 U.S.C. Sections 105(a), 363(b), 364(c), 503 and 507, Authorizing the Debtors to Enter into Plan Support Agreement, Investment Agreement and Related Agreements, dated August 1, 2007 (the "Settlement Order"). AMLP's indication of interest reaffirmed the proposal set forth in AMLP's letter to the Board, dated July 25, 2007 (the "July 25th Proposal"), with the modification that the guaranteed minimum to be received by the Standby Purchasers as described in the July 25 Proposal is increased from 10 percent to 40 percent. The terms of the July 25th proposal, including a copy of AMLP's July 25, 2007 letter to the Board, were disclosed in Amendment No. 4 to the Schedule 13D, which was filed with the SEC on July 26, 2007. This summary of the August 17, 2007 letter is qualified in its entirety by reference to the letter, a copy of which is filed with this Amendment No. 5 as Exhibit 6 to the Schedule 13D.

On August 13, 2007, AMLP filed a notice of appeal of the Settlement Order, preserving its right to challenge certain aspects of the relief granted as it relates to the proposed Centerbridge transaction. In so doing, as AMLP made clear in its pleadings and on the record at the hearing, AMLP is not challenging or disputing the economics of the new labor agreements between the Issuer and the USW or the UAW. On August 13, 2007, on account of AMLP's ownership of bonds issued by the Issuer and in order to preserve its right to receive the enhanced treatment available to "supporting creditors" under the Amended Plan Support Agreement, dated as of July 26, 2007 (the "Plan Support Agreement"), among the Issuer, the USW, the UAW, Centerbridge and certain creditors of the Issuer, AMLP delivered to the Issuer its executed counterpart signature page to the Plan Support Agreement. The Plan Support Agreement was filed as Exhibit 99.1 to the Current Report on Form 8-K filed by the Issuer on July 31, 2007.

While the Reporting Persons do not have any current plans or proposals, except as otherwise described in the Schedule 13D, which relate to or would result in any transaction, event or action enumerated in paragraphs (a) through (j) of Item 4 of the form of Schedule 13D promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), each of the Reporting Persons reserves the right, in light of its or his ongoing evaluation of the

Issuer's financial condition, business, operations and prospects, the market price of the Common Stock, conditions in the securities markets generally, general economic and industry conditions, its or his business objectives and other relevant factors, to change its or his plans and intentions at any time, as it or he deems appropriate. In particular, and without limiting the generality of the foregoing, but subject to the terms of applicable court orders, restrictions and agreements and to any limitations imposed by applicable law, including the Exchange Act, each of the Reporting Persons (and their respective affiliates) may (i) purchase additional shares of Common Stock or other securities of or claims against the Issuer, (ii) sell or transfer shares of Common Stock or other securities or claims beneficially owned by it or him from time to time in public or private transactions and (iii) cause any of the Reporting Persons to distribute in kind to their respective stockholders, partners or members, as the case may be, shares of Common Stock or other securities or claims owned by such Reporting Persons. The Reporting Persons may seek the views of, hold discussions with, or respond to inquiries from members of the Issuer's management or Board of Directors or other persons including other stockholders, or holders of claims in the Issuer's bankruptcy proceedings, regarding the Issuer's affairs, restructuring or other strategic matters.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Item 7 of the Schedule 13D is supplemented as follows:

EXHIBIT NO. DESCRIPTION

6 Letter from Appaloosa Management L.P. to Counsel to the Debtors and Counsel to the Official Committee of Unsecured Creditors, dated August 17, 2007

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief,
I certify that the information set forth in this statement is true, complete and
correct.

Dated: August 21, 2007

APPALOOSA INVESTMENT LIMITED PARTNERSHIP I

By: APPALOOSA MANAGEMENT L.P.,
Its General Partner

By: APPALOOSA PARTNERS INC.,
Its General Partner

By: /s/ David A. Tepper

Name: David A. Tepper
Title: President

PALOMINO FUND LTD.

By: APPALOOSA MANAGEMENT L.P.,
Its Investment Adviser

By: APPALOOSA PARTNERS INC.,
Its General Partner

By: /s/ David A. Tepper

Name: David A. Tepper
Title: President

APPALOOSA MANAGEMENT L.P.

By: APPALOOSA PARTNERS INC.,
Its General Partner

By: /s/ David A. Tepper

Name: David A. Tepper
Title: President

APPALOOSA PARTNERS INC.

By: /s/ David A. Tepper

Name: David A. Tepper
Title: President

/s/ David A. Tepper

David A. Tepper

August 17, 2007

COUNSEL TO THE DEBTORS
Corinne Ball, Esq.
Jones Day
222 East 41st Street
New York, New York 10017
Phone: (212) 326-3939
Facsimile: (212) 755-7306
cball@jonesday.com

Richard Morgner
Miller Buckfire & Co., LLC
250 Park Avenue, 19th Floor
New York, NY 10177
Phone: (212) 895-1818
Facsimile: (212) 895-1853
richard.morgner@millerbuckfire.com

COUNSEL TO THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS
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Matthew Williams, Esq.
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New York, NY 10036
tmayer@kramerlevin.com
mjwilliams@kramerlevin.com.

Ladies and Gentlemen:

This Indication of Interest is being submitted in accordance with the terms of the Order Pursuant to 11 U.S.C. Sections 1113 and 1114(e) and Federal Rule of Bankruptcy Procedure 9019, Approving Settlement Agreements with The United Steelworkers and United Autoworkers, and Pursuant to 11 U.S.C. Sections 105(a), 363(b), 364(c), 503 and 507, Authorizing the Debtors to Enter into Plan Support Agreement, Investment Agreement and Related Agreements, dated August 1, 2007 (the "Settlement Order").

Investment Terms: We hereby reaffirm our outstanding offer to replace Centerbridge Capital Partners, L.P. ("Centerbridge") as proposed investor as set forth in our letter, dated July 25, 2007, addressed to the Board of Directors of Dana Corporation (the "July 25th Proposal"), with the following modification: The guaranteed minimum to be received by the Standby Purchasers as set forth in paragraph (2) of the July 25th Proposal shall be increased from 10 percent to 40

percent. A copy of the July 25th Proposal is annexed hereto for your convenience. Our proposal remains fully committed and shall be subject solely to the conditions set forth in mutually agreeable definitive documents, which documents shall be in form and substance substantially identical to the Company's definitive transaction documents with Centerbridge (the "Centerbridge Proposal") filed as an exhibit to the Company's Form 8K, dated July 31, 2007, except as such documents are required to be modified by the terms of our July 25th Proposal and this Indication of Interest.

Assumptions: There are no material assumptions.

Financing Requirements: There are no financing requirements or contingencies relating to our obligations as purchaser or standby purchaser, as the case may be, of the Series A Preferred Shares or Series B Preferred Shares. The Company's obligations to obtain exit financing shall be as set forth in Section 5.3 of the Investment Agreement under the Centerbridge Proposal.

Information Regarding the Investor: We direct your attention to our prior submission of information regarding our bona fides previously provided to the Company. Further information, if required, will be provided upon request.

Necessary Internal Approvals: None

Necessary External Approvals: As set forth in the Centerbridge Proposal.

Other Material Conditions: As set forth in the Centerbridge Proposal.

Due Diligence: None

Appropriate Contact Persons: James Bolin, Appaloosa Management L.P.

We are available to meet with you and your representatives at your earliest convenience to discuss more fully the matters set forth herein and to work toward an amicable, appropriate conclusion to Dana's chapter 11 case.

Sincerely,

APPALOOSA MANAGEMENT L.P.

- - - - -
James Bolin
Partner

Appaloosa Management L.P.
26 Main Street
Chatham, NJ 07928

July 25, 2007

TO: THE BOARD OF DIRECTORS OF DANA CORPORATION
4500 Dorr Street
Toledo, Ohio 43615

Ladies and Gentlemen:

Earlier today, the Company filed with the Bankruptcy Court its Omnibus Reply to Objections to its Motion seeking approval of, among other things, the terms under which Centerbridge Capital Partners, L.P. is willing to invest in a plan of reorganization of the Company. In its Reply, the Company sets forth certain modifications to Centerbridge's originally publicized investment terms (the "Modified Centerbridge Investment Terms").

We believe that the Modified Centerbridge Investment Terms continue to fall short of providing a fair and adequate recovery to stakeholders. We believe that such deficiencies are the product of, among other things, a flawed market test being performed by the Company, which lacks sufficient openness and transparency, and that unfair and inadequate recoveries will be the inevitable conclusions of the Company's reorganization efforts. In this regard, it is obvious that the Modified Centerbridge Investment Terms have been submitted largely as a counter to our enhancements over Centerbridge's original proposal that we previously committed to you. We believe the conclusion that stakeholders would benefit substantially from an open and transparent marketing process (which is currently lacking) cannot be reasonably disputed.

Furthermore, we are in receipt of your letter to us, dated July 18, 2007, refusing to take any actions with respect to Dana's "poison pill." We believe such refusal to modify the poison pill as we previously requested in our letter to you, dated June 28, 2007, has a further chilling effect on the ability of stakeholders to formulate competitive alternative proposals for a plan of reorganization with market terms. We hereby reiterate our request, again without conceding that the poison pill was, in fact, properly extended without Bankruptcy Court approval, that you modify Dana's rights plan as set forth in our June 28, 2007 letter, a copy of which is attached hereto.

In light of our conclusion that a plan of reorganization based upon the Modified Centerbridge Investment Terms falls far short of providing a construct for a reorganization that is in the best interest of all stakeholders, we are prepared to further demonstrate the relative ease upon which we are able to offer enhancements to such proposal. Accordingly, in addition to the July 18th Enhancements, Appaloosa now commits and agrees to make the following additional changes to the Modified Centerbridge Investment Terms:

(1) Appaloosa adopts and agrees to each of the Modified Centerbridge Investment Terms (all as set forth on Schedule 1 annexed hereto), except (a) for the collar mechanism set

forth therein (unless and until Appaloosa receives a satisfactory explanation of how the mechanism operates), and (b) to the extent otherwise inconsistent with the terms set forth herein.

(2) In lieu of the limited Rule 144A Offering contemplated by the Modified Centerbridge Investment Terms, which Appaloosa contends is discriminatory in its treatment of stakeholders, the right to purchase the Series B Preferred at par will be offered to all holders of allowed unsecured claims on a pro rata basis (the "Series B Rights Offering"). Any shares of Series B Preferred not purchased under the Series B Preferred Rights Offering will be purchased at par by Appaloosa and certain other entities (the "Standby Purchasers") who shall receive a guaranteed minimum of 10% of the Series B Preferred and a commitment fee of \$10.0 million (2.0%) as consideration for their agreement to perform the foregoing standby purchaser obligations.

(3) The Approval Rights (as defined in the Centerbridge Investment Terms) shall be subject to being over-ridden by a 2/3s vote of the common shareholders (not counting any shares held by Appaloosa). A special shareholder meeting may be called upon the giving of notice by 20% or more of the issued and outstanding shares of common stock.

(4) The initial Board of Directors shall be selected as follows:

(A) Appaloosa shall select 3 directors;

(B) The UCC shall select 3 directors;

(C) One director shall be the CEO;

(D) One director shall be the new Executive Chairman (selected as described below); and

(E) One director shall be selected by the Standby Purchasers other than Appaloosa.

(5) Not less than 2/3s of the New Board shall be "independent" as defined under the NYSE rules and shall also be independent from Appaloosa.

(6) The initial Executive Chairman of the Board shall be selected by a selection committee comprised of one Appaloosa representative, one UCC representative and one representative of the Standby Purchasers (other than Appaloosa). The Executive Chairman shall be approved by a majority vote of the Selection Committee (such majority to include the Appaloosa representative). Any successor Executive Chairman shall be selected by the Nominating and Governance Committee of the Board, subject (but only for so long as Appaloosa retains the voting rights set forth in paragraph (8) below) to the approval of Appaloosa.

(7) The Executive Chairman shall be a full-time employee of the Company with his or her principal office in the Company's world headquarters in Toledo, Ohio and shall devote substantially all of his or her business activity to the business affairs of the Company.

The Executive Chairman shall cause the Company to and the Company shall be obligated to meaningfully consult with the representatives of Appaloosa with respect to the annual budget and material modifications thereto prior to the time it is submitted to the Board for approval.

The employment agreements entered into by the Company with the Executive Chairman and the Chief Executive Officer shall provide that (i) upon any termination of employment, the Executive Chairman and/or the Chief Executive Officer shall resign as a director (and the employment agreements shall require delivery at the time such agreements are entered into of an executed irrevocable resignation that becomes effective upon such termination) and (ii) the right to receive any payments or other benefits upon termination of employment shall be conditioned upon such resignation. If for any reason the Executive Chairman or the Chief Executive Officer does not resign or the irrevocable resignation is determined to be ineffective, then the Series A Preferred Stock Holders may remove the Executive Chairman and/or Chief Executive Officer as a director, subject to applicable law.

(8) For so long as Appaloosa shall beneficially own not less than \$150 million of the Series A Preferred or until the fourth anniversary of the Effective Date, whichever comes first, the Series A Preferred shall vote separately as a class to elect the Series A Preferred directors and shall have the right to remove and replace the Series A Directors; thereafter, the Series A Preferred shall vote together with the common on an as converted basis.

Notwithstanding our full commitment to pursue an alternative to the Modified Centerbridge Investment Terms as outlined above, we continue to believe that such transaction, even as improved by us, remains fundamentally unfair to existing stakeholders. Accordingly, we remain prepared to continue to explore with the Company a transaction based upon the "Term Sheet for Plan of Reorganization for Dana Corporation" attached to our July 18th Letter.

We continue to believe that the situation requires your immediate attention and consideration and await your response. We are available to meet with the Board and its representatives at your earliest convenience to discuss more fully the matters set forth herein and to work toward an amicable, appropriate conclusion to Dana's chapter 11 case.

Sincerely,

APPALOOSA MANAGEMENT L.P.

- - - - -
David Tepper
President

SCHEDULE 1

- o Appendix R to the Union Settlement Agreement now: (i) provides that the counsel for the Creditors' Committee will be co-counsel with the Debtors in any mediation/arbitration proceeding; (ii) establishes an objective standard by which the mediator/arbitrator is to determine whether the Unions acted reasonably in withholding their consent to an alternative transaction; (iii) identifies an arbitrator that is acceptable to the Debtors, the Unions and the Creditors' Committee; and (iv) limits the Union's due diligence and the arbitration period to four weeks in the aggregate;
- o There will be \$250 million (rather than \$300 million) of Series A Preferred Shares and \$500 million (rather than \$450 million) of Series B Preferred Shares;
- o The \$500 million of Series B Preferred will be offered to qualified investors (holders of at least \$25 million in the aggregate of claims and who are "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act as of (i) for bonds, 10 days after the date that this Motion is approved and (ii) for trade creditors, at later dates);
- o The Debtors are committed to address the concerns raised by the Creditors' Committee on behalf of creditors who are not qualified investors in the plan of reorganization;
- o The Series A Preferred is pari passu to the Series B Preferred;
- o The lock-up period for all of the Series B Preferred and that portion of the Series A Preferred not subject to the three-year lock-up period increases from 2 months to 6 months;
- o The market pricing for the Preferred Stock remains the market pricing set forth in the Motion subject to a collar based on a total enterprise value range between \$3,150,000,000 and \$3,500,000,000;
- o The commitment fee payable to Centerbridge on the Series B-1 Preferred Stock would be reduced from 1.75% to 1% (but would remain 1.75% if the Debtors pursue a transaction other than an alternative minority investment);
- o The consent rights of Centerbridge are non-transferable and are limited to three years (12 months for dividends and the issuance of senior or pari passu securities) or up until it holds less than 50% of the then-outstanding Series A Preferred, whichever comes first;
- o The Unions will receive \$60 million in cash to their VEBAs in lieu of the \$80 million stock contribution;
- o The Debtors agree not to oppose, and Centerbridge and the Unions will support, an application of counsel to the Ad Hoc Committee under section 503(b) of the Bankruptcy Code for reasonable fees up to a cap of \$5 million;

- o Any plan of reorganization will be proposed to take advantage of the tax benefits available under Internal Revenue Code Section 382(l)(6) rather than Section 382(l)(5);
- o Miller Buckfire's fees shall be determined in an amount reasonably satisfactory to Miller Buckfire, the Ad Hoc Committee of Bondholders and the Creditors' Committee; and
- o Any order approving the Motion shall provide for a process and schedule that are acceptable to the Debtors and the Creditors' Committee for interested parties to submit competing offers.

TO:
THE MEMBERS OF THE BOARD OF DIRECTORS
OF DANA CORPORATION
c/o Michael J. Burns,
Chairman, President, and Chief Executive Officer
Dana Corporation
4500 Dorr Street
Toledo, Ohio 43615

Ladies and Gentlemen:

As you know, Appaloosa is the largest shareholder of Dana Corporation. As reflected in our Schedule 13D on file with the SEC, we own almost 15% of Dana's issued and outstanding shares of common stock.

We understand that the Board of Directors, without approval by shareholders or the Bankruptcy Court overseeing Dana's chapter 11 case, purported to extend until July 2016 Dana's Rights Agreement, dated as of April 25, 1996, even though the Rights were to have expired on July 25, 2006, several months after Dana filed its bankruptcy petition. In the interests of all of Dana's stakeholders, without accepting that the Rights Agreement was properly extended without bankruptcy court approval, we request that either the Board terminate/cancel the Rights Agreement or at least make it inapplicable to shareholders working together to construct or propose an alternative to management's pending Plan of Reorganization.

Under present circumstances, the Rights Agreement presents an impediment to equity holders who wish to organize and otherwise act in a fashion consistent with protecting their interests in the Company's Chapter 11 case. Moreover, as Appaloosa may wish to sponsor an alternate Plan of Reorganization to management's pending proposal, the Rights Agreement impairs our ability to work with other interested shareholders to construct such an alternative. As any such proposal, necessarily, would be subject to bankruptcy court oversight and approval, there is no reason the Rights Agreement should prevent such activities.

We trust revoking or amending the Rights Agreement should not be controversial or problematic as doing so would be consistent with the Board's duty to act in the best interests of its stakeholders and otherwise demonstrates sound business judgment designed to enhance Dana's estate value. Along the same lines, we would ask the Board to ensure that Appaloosa, or any other parties-in-interest, be afforded timely access to a full and complete package of information - which is necessary in order to make a competitive proposal.

Sincerely,

Appaloosa Management L.P.