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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): November 21, 2019**

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**Dana Incorporated**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-1063**  
(Commission  
File Number)

**26-1531856**  
(IRS Employer  
Identification Number)

**3939 Technology Drive, Maumee, Ohio 43537**  
(Address of principal executive offices) (Zip Code)

**(419) 887-3000**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Title of Each Class	Trading Symbol	Name of Each Exchange on which Registered
Common Stock, \$.01 par value	DAN	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry Into a Material Definitive Agreement.**

On November 21, 2019, Dana Incorporated (“Dana”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”) entered into the Fifth Supplemental Indenture (the “Fifth Supplemental Indenture”) to the Indenture, dated as of January 28, 2011, between Dana and the Trustee, in connection with the early settlement of Dana’s previously announced tender offer and consent solicitation (the “Tender Offer and Consent Solicitation”) for Dana’s 6.000% Senior Notes due 2023 (the “2023 Notes”). The Fifth Supplemental Indenture amends the indenture governing the 2023 Notes to, among other things, eliminate substantially all of the restrictive covenants, certain events of default and certain other provisions, and shorten the required notice period for redemptions of the 2023 Notes from 30 days to two business days. The information set forth under Item 8.01 below is incorporated by reference into this Item 1.01.

A copy of the Fifth Supplemental Indenture is filed as Exhibit 4.1 hereto and is incorporated herein by reference. The above description of the material terms of the Fifth Supplemental Indenture is not complete and is qualified in its entirety by reference to the Fifth Supplemental Indenture.

**Item 8.01 Other Events.**

On November 22, 2019, Dana announced that as of 5:00 p.m., New York City time, on November 21, 2019 (the “Early Tender Time”), holders of approximately \$162 aggregate principal amount of Dana’s outstanding 2023 Notes had tendered their 2023 Notes pursuant to the Tender Offer and Consent Solicitation.

As of the Early Tender Time, the tenders received by Dana for the 2023 Notes represented in the aggregate approximately 54% of the 2023 Notes. As a result, the requisite consent of holders of the 2023 Notes was obtained and, on November 21, 2019, Dana and the Trustee entered into the Fifth Supplemental Indenture. The Tender Offer and Consent Solicitation will expire at 9:00 a.m., New York City time, on Thursday, December 5, 2019, unless extended or earlier terminated (the “Expiration Time”), and holders of 2023 Notes who validly tender their 2023 Notes after the Early Tender Time but at or before the Expiration Time will only be eligible to receive the tender offer consideration and will not receive the consent and early tender payment.

On November 22, 2019, Dana announced that it exercised its right to accept for early payment all of the 2023 Notes tendered prior to the Early Tender Time. Pursuant to the terms of the Offer to Purchase and Consent Solicitation Statement, dated November 5, 2019 (the “Statement”), Dana has accepted for purchase approximately \$162 aggregate principal amount, or approximately 54%, of the 2023 Notes. As a result of Dana’s acceptance and payment for the tendered 2023 Notes, the provisions of the Fifth Supplemental Indenture became operative on November 22, 2019. Notwithstanding Dana’s exercise of its early acceptance rights, the Tender Offer and Consent Solicitation will remain open until the Expiration Time, unless extended or earlier terminated.

Each holder who tendered its 2023 Notes prior to the Early Tender Time received on November 22, 2019 the total consideration of \$1,022.50 per \$1,000 principal amount of the 2023 Notes tendered, which includes \$992.50 as the tender offer consideration and \$30.00 as the consent and early tender payment. In addition, accrued interest up to, but not including, the payment date of the 2023 Notes was paid in cash on all tendered and accepted 2023 Notes.

The complete terms and conditions to the Tender Offer and Consent Solicitation for the 2023 Notes are detailed in the Statement. The Tender Offer and Consent Solicitation is being made only through, and subject to the terms and conditions set forth in the Statement.

On November 22, 2019, Dana issued a notice of redemption pursuant to the indenture governing the 2023 Notes, as amended by the Fifth Supplemental Indenture, announcing that Dana intends to redeem all of its outstanding 2023 Notes on November 26, 2019 (the "Redemption Date") at a redemption price equal to 102.000% of the principal amount of the 2023 Notes, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

Dana issued a news release in connection with such announcements, a copy of which is attached to this report as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits. The following exhibits are filed with this report.

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#"><u>Fifth Supplemental Indenture, dated as of November 21, 2019, with respect to the Indenture, dated January 28, 2011, between Dana Incorporated and Wells Fargo Bank, National Association, as trustee.</u></a>
99.1	<a href="#"><u>Dana Incorporated News Release dated November 22, 2019.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**DANA INCORPORATED**

Date: November 22, 2019

By: /s/ Douglas H. Liedberg

Name: Douglas H. Liedberg

Title: Senior Vice President, General Counsel and Secretary

**FIFTH SUPPLEMENTAL INDENTURE**

FIFTH SUPPLEMENTAL INDENTURE (this "Fifth Supplemental Indenture"), dated as of November 21, 2019, by and between Dana Incorporated, a Delaware corporation (the "Company"), and Wells Fargo Bank, National Association, as trustee under the Indenture referred to below (the "Trustee").

WITNESSETH:

WHEREAS, the Company and the Trustee heretofore executed and delivered an Indenture, dated as of January 28, 2011, as supplemented by the Second Supplemental Indenture, dated as of August 2, 2013 (as so supplemented, the "Indenture"), providing for the issuance of the 6.000% Senior Notes due 2023 (the "Notes") (capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the Indenture);

WHEREAS, the Company has offered to purchase for cash any and all of the outstanding Notes (the "Tender Offer") and requested that Holders of the Notes deliver their consents (the "Consents") to eliminate substantially all of the restrictive covenants and certain events of default in the Indenture and shorten the notice required to be given to Holders from 30 days to two business days in the case of a redemption of the Notes (the "Consent Solicitation") pursuant to the Offer to Purchase and Consent Solicitation Statement, dated November 5, 2019 (the "Statement");

WHEREAS, in accordance with Section 9.02 of the Indenture, the Trustee and the Company, together with the written consent of the Holders of at least a majority in principal amount of all outstanding Notes as of the date hereof, may amend or supplement the Indenture and the Notes as described below (including the Consents obtained in connection with the Tender Offer for the Notes);

WHEREAS, the Company is undertaking to execute and deliver this Fifth Supplemental Indenture to amend certain terms and covenants in the Indenture with respect to the Notes (the "Proposed Amendments") in connection with the Tender Offer and Consent Solicitation;

WHEREAS, the Company has obtained the written consent to the Proposed Amendments to the Indenture from the Holders of at least a majority in principal amount of all outstanding Notes in order to effect the Proposed Amendments and all other conditions precedent provided under the Indenture to permit the Company and the Trustee to enter into this Fifth Supplemental Indenture have been satisfied;

WHEREAS, this Fifth Supplemental Indenture shall be effective upon its execution by the Company and the Trustee, and the Proposed Amendments effected by this Fifth Supplemental Indenture shall become operative with respect to the Notes on the Initial Payment Date (as defined herein) in accordance with Section 2.1 hereof;

WHEREAS, the Company has requested that the Trustee join with it in entering into this Fifth Supplemental Indenture for the purpose of amending the Indenture in accordance with the Proposed Amendments to eliminate substantially all of the restrictive covenants and certain events of default in the Indenture and shorten the notice required to be given to Holders from 30 days to two business days in the case of a redemption of the Notes, as permitted by Section 9.02 of the Indenture;

WHEREAS, pursuant to Section 9.02 and Section 9.03 of the Indenture, the Trustee is authorized to execute and deliver this Fifth Supplemental Indenture;

WHEREAS, this Fifth Supplemental Indenture has been duly authorized by all necessary corporate action on the part of the Company; and

WHEREAS, all things necessary have been done to make this Fifth Supplemental Indenture, when executed and delivered by the Company and the Trustee, the legal, valid and binding agreement of the Company and the Trustee, in accordance with its terms.

NOW, THEREFORE, in consideration for the promises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

## ARTICLE I

### Amendments

Section 1.1 Amendments to the Indenture. The Indenture is hereby amended with respect to the Notes as follows:

- (i) Section 5.01 is hereby amended by deleting clauses (a)(2) and (a)(3) in their entirety and replacing such clauses (a)(2) and (a)(3) with the following: “[Intentionally Omitted].”;
- (ii) Section 6.01 is hereby amended by deleting paragraphs (3), (4), (7) and (8) in their entirety and replacing such paragraphs (3), (4), (7) and (8) with the following: “[Intentionally Omitted].”;
- (iii) Section 8.01 is hereby amended by deleting paragraphs (d)(3), (d)(4), (d)(5), (d)(6), (d)(7) and (d)(8) in their entirety and replacing such paragraphs (d)(3), (d)(4), (d)(5), (d)(6), (d)(7) and (d)(8) with the following: “[Intentionally Omitted].”;
- (iv) Each of the following Sections of the Indenture is hereby deleted in its entirety and replaced in lieu thereof with the words “[Intentionally Omitted].”:

SECTION 4.03. Limitation on Incurrence of Additional Indebtedness

SECTION 4.04. Limitation on Restricted Payments

SECTION 4.05. Limitation on Asset Sales

SECTION 4.08. Compliance with Laws

SECTION 4.09. Reports to Holders

SECTION 4.10. Waiver of Stay, Extension or Usury Laws

SECTION 4.11. Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

SECTION 4.13. Limitation on Liens

SECTION 4.14. Limitation on Transactions with Affiliates

SECTION 4.15. Future Subsidiary Guarantors

SECTION 4.16. Limitation on Designations of Unrestricted Subsidiaries

SECTION 4.17. Offer to Purchase upon Change of Control

(v) The second sentence of Section 3.01 is hereby amended by deleting such sentence in its entirety and replacing it with the following:

“If the Company elects to redeem any series of Notes pursuant to the provisions of Sections 3.07 or 3.08 hereof and paragraph 5 of the applicable Notes, it shall furnish such an Officers’ Certificate to the Trustee at least two Business Days but not more than 60 days before a Redemption Date unless a shorter notice shall be reasonably satisfactory to the Trustee.”

(vi) The second sentence of paragraph (a) of Section 3.02 is hereby amended by deleting such sentence in its entirety and replacing it with the following:

“In the event of partial redemption, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than two Business Days nor more than 60 days prior to the Redemption Date by the Trustee, unless a shorter notice period shall be agreed to by the Trustee, from the outstanding Notes not previously called for redemption.

(vii) The first paragraph of Section 3.03 is hereby amended by deleting such sentence in its entirety and replacing it with the following:

“At least two Business Days but not more than 60 days, unless a shorter notice period shall be agreed to by the Trustee, before a Redemption Date (except in the case of satisfaction and discharge pursuant to Section 8.02), the Company shall mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address.”

Section 1.2 Amendment of Notes. Subject to Article II hereof, any of the terms or provisions present in the Notes that relate to any of the provisions of the Indenture, as amended by this Fifth Supplemental Indenture, shall also be amended, *mutatis mutandis*, so as to be consistent with the amendments made by this Fifth Supplemental Indenture.

Section 1.3 Amendment of Definitions. Subject to Article II hereof, any defined terms present in the Indenture or the Notes but no longer used as a result of the amendments made by this Fifth Supplemental Indenture are hereby eliminated in the Indenture or the Notes, as applicable, with respect to the Notes. The definition of any defined term used in the Indenture or the Notes where such definition is set forth in any of the sections or subsections of the Indenture that are eliminated by this Fifth Supplemental Indenture and the term it defines is still used elsewhere in the Indenture or the Notes after the amendments hereby become operative shall be deemed to become part of, and defined in, Section 1.01 of the Indenture. Such defined terms are to be in alphanumeric order within Section 1.01 of the Indenture.

Section 1.4 Amendment of References. The Indenture with respect to the Notes and the Notes are hereby amended by deleting all references in the Indenture and the Notes to those sections and subsections that are deleted as a result of the amendments made by this Fifth Supplemental Indenture.

## ARTICLE II

### Miscellaneous

Section 2.1 Effect and Operation of Fifth Supplemental Indenture. This Fifth Supplemental Indenture shall be effective and binding immediately upon its execution and delivery by the Company and the Trustee, and thereupon this Fifth Supplemental Indenture shall form a part of the Indenture for all purposes, and every Note heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby. Notwithstanding the foregoing sentence, the amendments set forth in Article I of this Fifth Supplemental Indenture shall become operative only upon and simultaneously with, and shall have no force and effect prior to, the Company's acceptance and initial payment for Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer and representing at least a majority in principal amount of all the Notes then outstanding (such date of payment, the "Initial Payment Date"). Prior



to the time the Company purchases any Notes pursuant to the Tender Offer, the Company may terminate this Fifth Supplemental Indenture upon written notice to the Trustee, including in connection with any termination or withdrawal of the Tender Offer or the Consent Solicitation with respect to the Proposed Amendments or if for any other reason the Notes are not accepted for payment pursuant to the Tender Offer. If the Tender Offer is terminated or withdrawn, or the Company does not accept for purchase, and pay for, the Notes for any reason, this Fifth Supplemental Indenture shall not become operative.

Section 2.2 Indenture Remains in Full Force and Effect. Except as amended or supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.3 Indenture and Supplemental Indenture Construed Together. This Fifth Supplemental Indenture is an indenture supplemental to the Indenture, and the Indenture and this Fifth Supplemental Indenture shall henceforth be read and construed together.

Section 2.4 Confirmation and Preservation of Indenture. The Indenture, as supplemented by this Fifth Supplemental Indenture, is in all respects confirmed and preserved.

Section 2.5 Conflict with the Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with any provision of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), or another provision which is required or deemed to be included in this Fifth Supplemental Indenture by any of the provisions of the Trust Indenture Act, the provision or requirement of the Trust Indenture Act shall control. If any provision of this Fifth Supplemental Indenture modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the latter provision shall be deemed to apply to this Fifth Supplemental Indenture as so modified or to be excluded, as the case may be.

Section 2.6 Separability Clause. In case any provision in this Fifth Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Section 2.7 Benefits of Supplemental Indenture. Nothing in this Fifth Supplemental Indenture or in the Notes, express or implied, shall give to any Person (other than the parties hereto and their successors hereunder, any paying agent and the Holders) any benefit or any legal or equitable right, remedy or claim under or in respect of the Indenture, the Fifth Supplemental Indenture or the Notes or any provision contained therein.

Section 2.8 Successors and Assigns. All covenants and agreements in this Fifth Supplemental Indenture by the Company shall bind their respective successors and assigns, whether so expressed or not. All agreements of the Trustee in this Fifth Supplemental Indenture shall bind its successors.

Section 2.9 No Personal Liability of Directors, Officers, Employees and Stockholders. No director, officer, employee, stockholder, incorporator or agent of the Company, as such, will have any liability for any obligations of the Company under the Notes, the Indenture, as amended by this Fifth Supplemental Indenture, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability.

Section 2.10 Certain Duties and Responsibilities of the Trustee. In entering into this Fifth Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture and the Notes relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

Section 2.11 Governing Law. **This Fifth Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York. This Fifth Supplemental Indenture is subject to the provisions of the Trust Indenture Act that are required to be part of this Fifth Supplemental Indenture and shall, to the extent applicable, be governed by such provisions.**

Section 2.12 Counterparts. This Fifth Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed an original; but all such counterparts shall together constitute but one and the same instrument.

Section 2.13 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 2.14 The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fifth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have caused the Indenture to be duly executed as of the date first written above.

**DANA INCORPORATED**

By: /s/ Timothy Kraus

Name: Timothy Kraus

Title: Senior Vice President and Treasurer

*[Signature Page – Fifth Supplemental Indenture]*

**WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee**

By: /s/ Stefan Victory

Name: Stefan Victory

Title: Vice President

*[Signature Page – Fifth Supplemental Indenture]*

# News Release



## Dana Announces Early Results of Tender Offer and Consent Solicitation for 2023 Notes

**MAUMEE, Ohio, November 22, 2019/PRNewswire/** – Dana Incorporated (NYSE: DAN) (“Dana”) today announced that as of 5:00 p.m., New York City time, on November 21, 2019 (the “Early Tender Time”), holders of approximately \$162 million aggregate principal amount, or approximately 54% of the outstanding principal amount, of its outstanding 6.000% Senior Notes due 2023 (the “2023 Notes”) had tendered their 2023 Notes pursuant to Dana’s previously announced tender offer and consent solicitation (the “Tender Offer and Consent Solicitation”). As a result, the requisite consent of holders of the 2023 Notes was obtained, and Dana and Wells Fargo Bank, National Association, as trustee (the “Trustee”) under the indenture governing the 2023 Notes (the “Indenture”), entered into a supplemental indenture implementing the proposed amendments to the Indenture, to, among other things, eliminate substantially all of the restrictive covenants, certain events of default and certain other provisions, and shorten the required notice period for redemptions of the 2023 Notes from 30 days to two business days. These amendments will become operative at the time that Dana accepts such 2023 Notes for payment.

The complete terms and conditions of the Tender Offer and Consent Solicitation are detailed in Dana’s Offer to Purchase and Consent Solicitation Statement, dated November 5, 2019 (the “Statement”). Dana currently expects that on November 22, 2019, it will accept for payment, subject to conditions set forth in the Statement, all of the 2023 Notes validly tendered prior to the Early Tender Time.

Upon early settlement, each holder who validly tendered their 2023 Notes prior to the Early Tender Time will receive the total consideration of \$1,022.50 per \$1,000 principal amount of the notes tendered, which includes \$992.50 as the tender offer consideration and \$30.00 as the consent and early tender payment. In addition, accrued interest up to, but not including, the payment date of the 2023 Notes will be paid in cash on all validly tendered and accepted 2023 Notes.

The Tender Offer is scheduled to expire at 9:00 a.m., New York City time, on Thursday, December 5, 2019, unless extended or earlier terminated (the “Expiration Time”). Because the withdrawal deadline of 5:00 p.m., New York City time, on November 19, 2019 has passed, tendered 2023 Notes may no longer be withdrawn at any time, except to the extent that Dana is required by law to provide additional withdrawal rights. Holders who validly tender their 2023 Notes pursuant to the Statement after the Early Tender Time will receive only the tender offer consideration and will not be entitled to receive the consent and early tender payment if such 2023 Notes are accepted for purchase pursuant to the Tender Offer and Consent Solicitation.

All the conditions set forth in the Statement remain unchanged. If any of the conditions are not satisfied, Dana may terminate the Tender Offer and Consent Solicitation and return tendered 2023 Notes not previously accepted. Dana has the right to waive any of the foregoing conditions with respect to the 2023 Notes and to consummate the Tender Offer and Consent Solicitation. In addition, Dana has the right, in its sole discretion, to terminate the Tender Offer and Consent Solicitation at any time, subject to applicable law.

Dana today also expects to notify the Trustee that it has elected to redeem on November 26, 2019 (the “Redemption Date”) all of the 2023 Notes outstanding following the early settlement of the Tender Offer and Consent Solicitation, at a redemption price of 102.000% of the principal amount, plus accrued and unpaid interest up to, but not including, the Redemption Date. Noteholders are encouraged to refer to the notice of redemption, if and when issued by Dana.

This announcement shall not constitute an offer to purchase or a solicitation of an offer to sell any securities. The Tender Offer and Consent Solicitation is being made only through, and subject to the terms and conditions set forth in, the Statement.

Citigroup Global Markets Inc. is acting as Dealer Manager and Solicitation Agent for the Tender Offer and Consent Solicitation. Questions regarding the Tender Offer and Consent Solicitation may be directed at (800) 558-3745 (toll free) or at (212) 723-6106 (collect).

D.F. King & Co., Inc. is acting as the Tender Agent and Information Agent for the Tender Offer and Consent Solicitation. Requests for the Statement may be directed at (212) 269-5550 (for brokers and banks) or (800) 714-2193 (for all others).

Neither Dana's board of directors nor any other person makes any recommendation as to whether holders of 2023 Notes should tender their 2023 Notes, and no one has been authorized to make such a recommendation. Holders of 2023 Notes must make their own decisions as to whether to tender their 2023 Notes, and if they decide to do so, the principal amount of the 2023 Notes to tender. Holders of the 2023 Notes should read carefully the Statement before any decision is made with respect to the Tender Offer and Consent Solicitation.

### **Forward-Looking Statements**

Certain statements and projections contained in this news release, including with respect to the expected timing of the early settlement date and Dana's expectations regarding issuing a notice of redemption, are, by their nature, forward-looking within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are based on our current expectations, estimates, and projections about our industry and business, management's beliefs, and certain assumptions made by us, all of which are subject to change. Forward-looking statements can often be identified by words such as "anticipates," "expects," "intends," "plans," "predicts," "believes," "seeks," "estimates," "may," "will," "should," "would," "could," "potential," "continue," "ongoing," and similar expressions, and variations or negatives of these words. These forward-looking statements are not guarantees of future results and are subject to risks, uncertainties, and assumptions that could cause our actual results to differ materially and adversely from those expressed in any forward-looking statement.

Dana's Annual Report on Form 10-K, subsequent Quarterly Reports on Form 10-Q, recent Current Reports on Form 8-K, and other Securities and Exchange Commission filings discuss important risk factors that could affect our business, results of operations and financial condition. The forward-looking statements in this news release speak only as of this date. Dana does not undertake any obligation to revise or update publicly any forward-looking statement for any reason.

### **About Dana Incorporated**

Dana is a world leader in providing power-conveyance and energy-management solutions for vehicles and machinery. The company's portfolio improves the efficiency, performance, and sustainability of light vehicles, commercial vehicles, and off-highway equipment. From axles, driveshafts, and transmissions to electrodynamic, thermal, sealing, and digital solutions, the company enables the propulsion of conventional, hybrid, and electric-powered vehicles by supplying nearly every vehicle manufacturer in the world.

Founded in 1904, Dana employs more than 37,000 people who are committed to delivering long-term value to customers. Based in Maumee, Ohio, USA, and with locations in 33 countries across six continents, the company reported sales of \$8.1 billion in 2018. Having established a dynamic, high-performance culture, the company has been recognized globally as a top employer, with significant honors in Asia, India, Italy, Mexico, and the United States.

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