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

**FORM 8-K**

**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): April 16, 2008**

**Dana Holding Corporation**

(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)

**4500 Dorr Street, Toledo, Ohio 43615**  
(Address of principal executive offices) (Zip Code)

**(419) 535-4500**  
(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))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

***Appointment of Chief Executive Officer and President***

On April 16, 2008, the Board of Directors of Dana Holding Corporation (Dana) appointed Gary L. Convis, 65, Chief Executive Officer and President, succeeding John M. Devine who has served as Acting Chief Executive Officer of Dana since January 2008. Mr. Devine will continue to serve as Executive Chairman of the Board of Directors of Dana. In connection with Mr. Convis' appointment as Chief Executive Officer and President, he resigned as a member of Dana's Nominating & Corporate Governance Committee. Mr. Convis will remain a member of the Board of Directors; however, he will no longer receive compensation in connection with his service on the Board of Directors.

Mr. Convis retired in 2007 as the Chairman of Toyota Motor Manufacturing, Kentucky (TMMK), a position he had held since 2006. Mr. Convis became President of TMMK in 2001. He also was Executive Vice President of Toyota Motor Engineering & Manufacturing North America, Inc., where he had served since 2003. Prior to serving in these roles, Mr. Convis spent sixteen years at New United Motor Manufacturing, Inc., a joint venture between General Motors Corporation (GM) and Toyota. Mr. Convis also spent more than twenty years in various roles with GM and Ford Motor Company. In addition to Dana, Mr. Convis is also a board member of Cooper-Standard Automotive Inc. and Compass Automotive Group, Inc.

In connection with his appointment as Chief Executive Officer and President, Dana will execute an executive employment agreement with Mr. Convis. Under the terms of the executive employment agreement, Mr. Convis will be entitled to the following:

- \$1,200,000 annual base salary;
- An annual target bonus of two hundred percent (200%) of his annual base salary;
- An initial grant of options under Dana's 2008 Omnibus Incentive Plan to purchase 766,900 shares of Dana common stock with an exercise price of \$10.00 based on the closing stock price on the April 16 grant date, vesting ratably over a three (3) year period with a ten (10) year term;
- A one-time payment of \$765,356 to compensate Mr. Convis for forfeited compensation from his prior employer;
- Payment or reimbursement for reasonable temporary living expenses and access to one of Dana's guest houses;
- Payment or reimbursement for use of a private corporate aircraft for up to thirty (30) round trips from his residence in California;
- Benefits under Dana-sponsored employee welfare benefit plans, programs and arrangements; and
- Other usual and customary benefits in which senior executives participate and other fringe benefits and perquisites as may be made available to senior

executives (including but not limited to inclusion in any change in control plan or agreement adopted by Dana).

Mr. Convis' executive employment agreement also provides for severance payments in the event that his position with Dana is involuntarily terminated by Dana without cause at any time during the initial term of his employment, and if renewed, during the first six (6) months of the second term. Thereafter, he would be entitled to severance benefits under any severance plan then in effect. Mr. Convis is prohibited from competing against Dana or soliciting its employees to work for a competitor for a period of twelve (12) months following his termination of employment. Mr. Convis has also agreed that he will not disclose Dana's confidential information. The executive employment agreement is for an initial term of one year, subject to renewal for additional one-year terms.

The preceding summary of Mr. Convis' executive employment agreement is qualified in its entirety by reference to the text of his agreement.

A copy of Dana's press release related to Mr. Convis' appointment is being furnished as Exhibit 99.1 to this report.

#### ***Marcin Employment Agreement***

Dana will execute an executive employment agreement with our Chief Administrative Officer, Robert H. Marcin. Certain terms of Mr. Marcin's executive employment agreement were previously described in the Current Report on Form 8-K filed on February 6, 2008 by Dana. In addition to those terms previously disclosed, pursuant to Mr. Marcin's executive employment agreement, Mr. Marcin will also be entitled to the following:

- Participation in any annual bonus, stock equity participation and long-term incentive programs generally applicable to senior executives;
- An initial grant under Dana's 2008 Omnibus Incentive Plan of options to purchase 255,000 shares of Dana common stock with an exercise price of \$10.00 based on the closing stock price on the April 16 grant date, vesting ratably over a three (3) year period with a ten (10) year term;
- Payment or reimbursement for reasonable temporary living expenses and access to one of Dana's guest houses; relocation assistance; and
- Participation in all benefit plans, perquisites, allowances and other arrangements generally applicable to senior executives, including (without limitation) life and disability insurance, bonus pools, stock options and stock ownership programs. Mr. Marcin will not be entitled to participate in Dana's health care benefit plans.

Mr. Marcin's executive employment agreement also provides for severance payments in the event that his position with Dana is involuntarily terminated by Dana without cause, he terminates the executive employment agreement for good reason, or a change in control during

the first eighteen (18) months of his employment. Thereafter, he would be entitled to severance benefits under any severance plan then in effect. Mr. Marcin has also agreed that he will not disclose Dana's confidential information.

The summary of Mr. Marcin's executive employment agreement is qualified in its entirety by reference to the text of his agreement.

### **2008 Incentive Programs**

#### *2008 Annual Incentive Program*

On April 16, 2008, upon the recommendation of the Compensation Committee, the Board of Directors of Dana approved the 2008 Annual Incentive Program (the "2008 AIP"). The 2008 AIP is being implemented pursuant to the terms and conditions of the Dana Holding Corporation 2008 Omnibus Incentive Plan. Below is a summary of the key terms of the 2008 AIP.

Certain eligible employees designated by Dana, including our named executive officers, may participate in the 2008 AIP. The 2008 AIP is based on a calendar year performance period commencing January 1, 2008 and ending on December 31, 2008. All earned awards will be paid in cash during the first quarter of 2009.

An award under the 2008 AIP is based on certain target performance goals. Dana has chosen EBITDAR (50% weighted) and free cash flow (50% weighted) as its financial measurements for establishing its 2008 AIP target performance goals. Awards for executive officers, including the named executive officers, are based on a range beginning at fifty percent (50%) of the target performance award (threshold) to two hundred fifty percent (250%) of the target performance award (maximum). Dana will set for each participant a percentage of his or her annual base salary payable at threshold, target and maximum. A minimum level of EBITDAR must be achieved by Dana in order for any award to be earned.

There is individual performance recognition through discretionary award adjustments within specified guidelines. Employees must perform at a minimum level to be eligible to earn any award. There is a maximum upside and downside adjustment of twenty percent (20%), subject to a "zero sum" overall impact.

The percentage of annual incentive award payable based on annual base salary for reaching 2008 performance goals under the 2008 AIP at threshold, target and maximum for each of the following executives who are or may be deemed named executive officers is as follows:

<u>Name</u>	<u>Percentage of Annual Base Salary at Threshold Payout</u>	<u>Percentage of Annual Base Salary at Target Payout</u>	<u>Percentage of Annual Base Salary at Maximum Payout</u>
John M. Devine	75%	150%	375%
Gary L. Convis	100%	200%	500%
Robert H. Marcin	35%	70%	175%
Paul E. Miller	30%	60%	150%
Ralf Goettel	30%	60%	150%
Thomas R. Stone	30%	60%	150%

Mr. Hiltz does not participate in our annual incentive plans.

#### *2008 Long Term Incentive Program*

On April 16, 2008, upon the recommendation of the Compensation Committee, the Board of Directors of Dana approved the 2008 Long Term Incentive Program (the "2008 LTIP"). The 2008 LTIP is being implemented pursuant to the terms and conditions of the Dana Holding Corporation 2008 Omnibus Incentive Plan. Below is a summary of the key terms of the 2008 LTIP.

Employees designated by Dana, including our named executive officers, may participate in the 2008 LTIP. The target award is determined based upon the annualized expected value calculated at the date of grant. The 2008 LTIP provides for three different mixes of long-term incentives. First, certain executives, including the named executive officers, are eligible for long-term incentive awards consisting of fifty percent (50%) stock options and fifty percent (50%) performance shares. The next group of employees is eligible for long-term incentive awards consisting of fifty percent (50%) performance shares and fifty percent (50%) restricted stock units. Finally, other key employees are eligible for restricted stock unit awards from a discretionary pool.

Stock option awards under the 2008 LTIP have a contractual term of ten (10) years and vest ratably over three (3) years. The restricted stock unit awards cliff vest one hundred percent (100%) after three (3) years and will be settled in shares of Dana common stock, except for certain international employees who may receive cash-settled awards.

With respect to performance share awards, each participant will receive notional shares equal to the number of shares of Dana common stock that would be payable based on the target performance goals. An award under the 2008 LTIP is based on certain target performance goals. Dana has chosen EBITDAR (34% weighted), free cash flow (33% weighted) and return on invested capital (ROIC) (33% weighted) as its financial measurements for establishing its 2008 LTIP target performance goals. Awards for executive officers, including the named executive officers, are based on a range beginning at fifty percent (50%) of the target performance award (threshold) to two hundred fifty percent (250%) of the target performance award (maximum). Dana will set for each participant a number of notional shares payable at threshold, target and maximum.

For 2008 performance share awards, there are three distinct performance periods. The first period covers the 2008 calendar year. It will account for twenty-five percent (25%) of the target award. The second period covers the two-year period 2008-2009. It accounts for another twenty-five percent (25%) of the target award. The final period covers the three-year period 2008-2010. It accounts for the remaining fifty percent (50%) of the target award. Award payouts, which are based on actual performance, will be made shortly after the conclusion of the respective performance period.

The number of notional shares payable based on reaching performance goals under the 2008 LTIP for threshold, target and maximum for each of the following executives who are or may be deemed named executive officers is as follows:

<u>Name</u>	<u>Performance Shares at Threshold Payout(#)</u>	<u>Performance Shares at Target Payout(#)</u>	<u>Performance Shares at Maximum Payout(#)</u>
Robert H. Marcin	28,125	56,250	140,625
Paul E. Miller	9,375	18,750	46,875
Ralf Goettel	14,529	29,059	72,647
Thomas R. Stone	18,150	36,300	90,750

The number of stock option awards granted pursuant to the 2008 LTIP for each of the following executives who are or may be deemed named executive officers is as follows:

<u>Name</u>	<u>Stock Option Award(#)</u>
Robert H. Marcin	128,424
Paul E. Miller	42,808
Ralf Goettel	66,345
Thomas R. Stone	82,876

Mr. Devine will not participate in our 2008 LTIP pursuant to his executive employment agreement. Under Mr. Convis' executive employment agreement, he may participate in Dana's long term incentive plans; however, he is not currently participating in the 2008 LTIP. Mr. Hiltz does not participate in our long term incentive plans.

Copies of the Form of Option Agreement, Form of Restricted Stock Unit Agreement and Form of Performance Share Agreement for grants provided for in the 2008 LTIP under the 2008 Omnibus Incentive Plan are attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively.

#### ***Executive Perquisite Plan***

On April 16, 2008, upon the recommendation of the Compensation Committee, the Board of Directors of Dana approved and adopted an executive perquisite plan (Executive Perquisite Plan). The Executive Perquisite Plan provides for an annual cash allowance to eligible employees (including our named executive officers) in lieu of certain executive perquisites effective May 1, 2008. An annual allowance will be payable as indicated below:

<u>Title</u>	<u>Cash Allowance (\$)</u>
Executive Chairman	75,000
Chief Executive Officer	75,000
Other Members of the Executive Committee	35,000
Vice President	20,000

The cash allowance will be excluded from benefit and incentive compensation calculations under Dana's benefit and compensation programs and will not be eligible for deferral under any Dana plan or arrangement.

The preceding summary of the Executive Perquisite Plan is qualified in its entirety by reference to the text of the plan, which is filed with this report as Exhibit 10.4.

**Item 9.01 Financial Statements and Exhibits.**

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

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Option Agreement under the Dana Holding Corporation 2008 Omnibus Incentive Plan
10.2	Form of Restricted Stock Unit Agreement under the Dana Holding Corporation 2008 Omnibus Incentive Plan
10.3	Form of Performance Share Agreement under the Dana Holding Corporation 2008 Omnibus Incentive Plan
10.4	Dana Holding Corporation Executive Perquisite Plan
99.1	Dana Holding Corporation Press Release dated April 17, 2008



**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 HOLDING CORPORATION**

Date: April 18, 2008

By: /s/ Marc S. Levin

Name: Marc S. Levin

Title: Vice President, General Counsel  
and Secretary

## Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
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10.2	Form of Restricted Stock Unit Agreement under the Dana Holding Corporation 2008 Omnibus Incentive Plan
10.3	Form of Performance Share Agreement under the Dana Holding Corporation 2008 Omnibus Incentive Plan
10.4	Dana Holding Corporation Executive Perquisite Plan
99.1	Dana Holding Corporation Press Release dated April 17, 2008

**DANA HOLDING CORPORATION**  
**NONQUALIFIED STOCK OPTION AGREEMENT**

THIS AGREEMENT is made as of \_\_\_\_\_, 20\_\_ (the "Date of Grant") by and between Dana Holding Corporation, a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Optionee"). Any undefined terms appearing herein as defined terms shall have the same meaning as they do in the Dana Holding Corporation 2008 Omnibus Incentive Plan, as amended from time to time (the "Plan").

**WHEREAS**, Optionee is an employee of the Company or one of its Subsidiaries;

**WHEREAS**, the Company has established the Plan, a copy of which and related prospectus can be found by logging on to the Company's Human Resources website at myhr.dana.com and selecting My Money or, free of charge, by written or telephonic request to the Company Secretary, and which Plan is made a part hereof;

**WHEREAS**, the Company desires to grant to the Optionee an Option Right under the Plan and the terms hereinafter set forth; and

**WHEREAS**, the Option Right is intended as a nonqualified stock option and shall not be treated as an "incentive stock option" within the meaning of that term under Section 422 of the Internal Revenue Code of 1986, as amended:

**NOW, THEREFORE**, in consideration of the premises, and of the mutual agreements hereinafter set forth, it is covenanted and agreed as follows:

1. **Grant of Option.** Pursuant to the provisions of the Plan, the Company grants to the Optionee as of the Date of Grant an Option Right (the "Option") to purchase \_\_\_\_\_ shares of Common Stock at a price of \$\_\_\_\_ per share, which represents at least the Market Value Per Share on the Date of Grant (the "Option Price").

2. **Right to Exercise.**

(a) Subject to Sections 2(b) and (c), 4 and 6 below, the Option will become exercisable to the extent of \_\_\_\_\_ of the total number of shares of Common Stock underlying the Option on each of the first \_\_\_\_\_ anniversaries of the Date of Grant if the Optionee remains continuously employed by either the Company or any Subsidiary until such time. To the extent the Option is exercisable, it may be exercised in whole or in part.

(b) Notwithstanding Section 2(a) above, the Option shall become immediately exercisable in full, if at any time prior to the termination of the Option, a Change in Control shall occur.

(c) Notwithstanding Section 2(a) above, if the Optionee should die or become Disabled while in the employ of the Company or any Subsidiary, this Option shall immediately become exercisable in full and shall remain exercisable until terminated in accordance with Section 4 below.

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3. Payment. The Option Price shall be payable (a) in cash or by check or by wire transfer of immediately available funds, as acceptable to the Company, (b) by actual or constructive transfer to the Company of nonforfeitable, unrestricted shares of Common Stock that have been owned by the Optionee for more than six (6) months prior to the date of exercise, or (c) by a combination of such methods of payment. The requirement of payment in cash shall be deemed satisfied if the Optionee shall have made arrangements satisfactory to the Company with a bank or a broker who is a member of the National Association of Securities Dealers, Inc. to sell on the exercise date a sufficient number of the shares being purchased so that the net proceeds of the sale transaction will at least equal the Option Price plus payment of any applicable withholding taxes and pursuant to which the bank or broker undertakes to deliver the full Option Price plus payment of any applicable withholding taxes to the Company on a date satisfactory to the Company, but not later than the date on which the sale transaction will settle in the ordinary course of business.

4. Termination. This Option shall terminate on the earliest of the following dates:

(a) The date on which the Optionee ceases to be an employee of the Company or any Subsidiary, if the Optionee's employment with the Company or a Subsidiary is terminated for Cause;

(b) Six (6) months after the Optionee ceases to be an employee of the Company or a Subsidiary, unless the Optionee ceases to be such employee by reason of death, Disability, Normal Retirement or termination for Cause;

(c) One (1) year after the death of the Optionee if the Optionee dies while an employee of the Company or a Subsidiary (in which case the Option becomes immediately exercisable in full pursuant to Section 2(c) herein);

(d) Three (3) years after the permanent and total disability of the Optionee if the Optionee becomes Disabled (as described in Section 2(c) above) while an employee of the Company or a Subsidiary; and

(e) Ten (10) years from the Date of Grant.

5. Option Nontransferable. This Option is not transferable by the Optionee otherwise than by will or the laws of descent and distribution.

6. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, that notwithstanding any other provision of this Agreement, this Option shall not be exercisable if such exercise would result in a violation of any such law.

7. Adjustments. The Company shall make any adjustments in the Option Price and in the number or kind of shares of Common Stock or other securities covered by the Option that the Company may determine to be equitably required to prevent any dilution or expansion of Optionee's rights under this Agreement that otherwise would result from any (a) stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) merger, consolidation, spin-off, split-off, spin-out, split-up, separation, reorganization, partial or complete liquidation involving the Company or other distribution of assets, issuance of rights or warrants to purchase securities of the Company, or (c) other transaction or event having an effect similar to any of those referred to in Section 7(a) or 7(b) hereof. Furthermore, in the event that any transaction or event described or referred to in the

immediately preceding sentence shall occur, the Company shall provide in substitution of any or all of Optionee's rights under this Agreement such alternative consideration as the Company may determine in good faith to be equitable under the circumstances. In addition, for each Option Right with an Option Price greater than the consideration offered in connection with any such transaction or event or Change in Control, the Board may in its sole discretion elect to cancel such Option Right without any payment to the Optionee holding such Option Right.

8. No Dividend Equivalents. The Optionee shall not be entitled to dividend equivalents.

9. Taxes and Withholding. If the Company shall be required to withhold any federal, state, local or foreign tax in connection with the exercise of this Option, it shall be a condition to such exercise that the Optionee pay or make arrangements satisfactory to the Company for payment of all such taxes. The Optionee may elect that all or any part of such withholding requirement be satisfied by retention by the Company of a portion of the shares purchased upon exercise of this Option. If such election is made, the shares so retained shall be credited against such withholding requirement at the Market Value Per Share on the date of exercise. In no event, however, shall the Company accept shares of Common Stock for payment of taxes in excess of required tax withholding rates.

10. Continuous Employment. For purposes of this Agreement, the continuous employment of the Optionee with the Company or a Subsidiary shall not be deemed to have been interrupted, and the Optionee shall not be deemed to have ceased to be an employee of the Company or Subsidiary, by reason of (a) the transfer of the Optionee's employment among the Company and its Subsidiaries or (b) an approved leave of absence.

11. No Employment Contract. This Option is a voluntary, discretionary award being made on a one-time basis and it does not constitute a commitment to make any future awards. Nothing in this Agreement will give the Optionee any right to continue employment with the Company or any Subsidiary, as the case may be, or interfere in any way with the right of the Company or a Subsidiary to terminate the employment of the Optionee.

11. Relation to Other Benefits. Any economic or other benefit to Optionee under this Agreement or the Plan shall not be taken into account or considered as salary or compensation in determining any benefits to which Optionee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or any Subsidiary and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

12. Information. Information about the Optionee and the Optionee's participation in the Plan may be collected, recorded and held, used and disclosed for any purpose related to the administration of the Plan. The Optionee understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within the Optionee's country or elsewhere, including the United States of America. The Optionee consents to the processing of information relating to the Optionee and the Optionee's participation in the Plan in any one or more of the ways referred to above.

13. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. All terms used herein with initial capital letters and not otherwise defined herein that are defined in the Plan shall have the meanings assigned to them in the Plan. The Board (or a committee of the Board) acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided

otherwise herein, have the right to determine any questions which arise in connection with the grant of the Option hereunder.

14. Compliance with Section 409A of the Code. To the extent applicable, it is intended that the options granted under this Agreement and the Plan be “stock rights” exempt from the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to the Optionee. This Agreement and the Plan shall be administered in a manner consistent with this intent. Reference to Section 409A of the Code is to Section 409A of the Internal Revenue Code of 1986, as amended, and will also include any regulations or any other formal guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

15. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall adversely affect the rights of the Optionee under this Agreement without the Optionee’s consent (provided, however, that the Optionee’s consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code).

16. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provisions so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal.

17. Successors and Assigns. Without limiting Section 5 hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Optionee, and the successors and assigns of the Company.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware, without giving effect to any principles of conflict of laws thereof.

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Executed in the name and on behalf of the Company at Toledo, Ohio, as of the date first above written.

**DANA HOLDING CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

The undersigned Optionee hereby acknowledges receipt of an executed original of this Agreement and accepts the Option Rights or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

\_\_\_\_\_  
Optionee

Date: \_\_\_\_\_

**DANA HOLDING CORPORATION**  
**RESTRICTED STOCK UNITS AGREEMENT**

THIS AGREEMENT is made as of \_\_\_\_\_, 20\_\_ (the "Date of Grant") by and between Dana Holding Corporation, a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Grantee"). Any undefined terms appearing herein as defined terms shall have the same meaning as they do in the Dana Holding Corporation 2008 Omnibus Incentive Plan, as amended from time to time (the "Plan").

**WHEREAS**, Grantee is an employee of the Company or one of its Subsidiaries;

**WHEREAS**, the Company has established the Plan, a copy of which and related prospectus can be found by logging on to the Company's Human Resources website at myhr.dana.com and selecting My Money or, free of charge, by written or telephonic request to the Company Secretary, and which Plan made a part hereof;

**WHEREAS**, the Company desires to grant to the Grantee an award of Restricted Stock Units ("RSUs") under the Plan and the terms hereinafter set forth:

**NOW, THEREFORE**, in consideration of the premises, and of the mutual agreements hereinafter set forth, it is covenanted and agreed as follows:

1. **Award of RSUs.** Pursuant to the provisions of the Plan, the Company grants \_\_\_ RSUs to the Grantee as of the Date of Grant.
  2. **Payment of RSUs.** The RSUs covered by this Agreement shall become payable to the Grantee if they become nonforfeitable in accordance with Sections 3, 4, or 5 hereof.
  3. **Vesting of RSUs.** Subject to the terms and conditions of Sections 4, 5 and 6 hereof, the Grantee's right to receive the shares of Common Stock subject to the RSUs shall become nonforfeitable to the extent of one hundred percent (100%) of the total number of RSUs on the third anniversary of the Date of Grant (the "Vesting Date") if the Grantee remains continuously employed by the Company or any of its Subsidiaries until such time.
  4. **Effect of Change in Control.** In the event a Change in Control occurs prior to the RSUs becoming nonforfeitable as provided in Section 3 above and while the Grantee is an employee of the Company or any Subsidiary, the RSUs covered by this Agreement shall become nonforfeitable and payable to the Grantee. However, if the Change in Control does not constitute a "change in control" for purposes of Section 409A(a)(2)(A)(v) of the Code and if the Grantee had become eligible for Retirement before the Change in Control, then issuance of the Common Shares underlying the RSUs (or payment of any other form of consideration into which the Common Shares underlying the RSUs may have been converted in connection with the Change in Control) will be made, to the extent necessary to comply with the provisions of Section 409A of the Code, to the Grantee on the earlier of (a) the Grantee's "separation from service" with the Company and its Subsidiaries (determined in accordance with Section 409A(a)(2)(A)(i) of the Code) (or, if the Grantee is a "specified employee" as determined
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pursuant to procedures adopted by the Company in compliance with Section 409A of the Code, the date of issuance or payment shall be the first day of the seventh month after the date of the Grantee's separation from service with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code), (b) the Vesting Date under Section 3, or (c) the Grantee's death.

5. Effect of Termination Due to Death, Disability, Retirement. Notwithstanding Section 3 above, if the Grantee dies or becomes Disabled while in the employ of the Company or any Subsidiary, or in the event of the Normal Retirement of the Grantee, the RSUs covered by this Agreement shall immediately become nonforfeitable and payable to the Grantee. However, if the event triggering the right to payment under this Agreement is the Grantee's Normal Retirement and the Grantee is a "specified employee" as determined pursuant to procedures adopted by the Company in compliance with Section 409A of the Code, the date of issuance shall be the first day of the seventh month after the date of the Grantee's separation from service with the Company or any of its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code.

6. Other Employment Terminations. In the event that the Grantee's employment shall terminate in a manner other than any specified in Sections 4 or 5 hereof, the Grantee shall forfeit any RSUs that have not become nonforfeitable by such Grantee at the time of such termination.

7. Form and Time of Payment of RSUs. Except as otherwise provided for in Section 10, payment for the RSUs shall be made in form of shares of Common Stock at the time they become nonforfeitable or otherwise become payable in accordance with Sections 3, 4 or 5 hereof. To the extent that the Company is required to withhold any federal, state, local or foreign taxes in connection with the delivery of shares of Common Stock to the Grantee or any other person under this Agreement, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the receipt of such delivery that the Grantee shall pay such taxes or make arrangements that are satisfactory to the Company for payment thereof. The Grantee may elect to have the number of shares of Common Stock to be delivered to the Grantee or such other person reduced (based on the Market Value Per Share as of the date the RSUs become payable) to provide for the taxes required to be withheld, with any fractional shares that would otherwise be delivered being rounded up to the next nearest whole share. In no event, however, shall the Market Value Per Share of the shares of Common Stock to be withheld and/or delivered pursuant to this Section to satisfy applicable withholding taxes in connection with the benefit exceed the minimum amount of taxes required to be withheld. The Board (or the Compensation Committee) may, at its discretion, adopt any alternative method of providing for taxes to be withheld.

8. Payment of Dividend Equivalents. From and after the Date of Grant and until the earlier of (a) the time when the RSUs become nonforfeitable and payable in accordance with Sections 3, 4, or 5 hereof or (b) the time when the Grantee's right to receive shares of Common Stock upon payment of RSUs is forfeited in accordance with Section 6 hereof, on the date that the Company pays a cash dividend (if any) to holders of shares of Common Stock generally, the Grantee shall be entitled to a number of additional whole RSUs determined by dividing (i) the product of (A) the dollar amount of the cash dividend paid per share of Common Stock on such date and (B) the total number of RSUs (including dividend equivalents paid thereon) previously

credited to the Grantee as of such date, by (ii) the Market Value Per Share on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be settled or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

9. RSUs Nontransferable. Neither the RSUs granted hereby nor any interest therein or in the shares of Common Stock related thereto shall be transferable or assignable other than by will or the laws of descent and distribution prior to payment.

10. Adjustments. The Company shall make any adjustments in the number of RSUs or other securities covered by this Agreement that the Company may determine to be equitably required to prevent any dilution or expansion of Grantee's rights under this Agreement that otherwise would result from any (a) stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) merger, consolidation, spin-off, split-off, spin-out, split-up, separation, reorganization, partial or complete liquidation involving the Company or other distribution of assets, issuance of rights or warrants to purchase securities of the Company, or (c) other transaction or event having an effect similar to any of those referred to in Sections 10(a) or 10(b) hereof. Furthermore, in the event that any transaction or event described or referred to in the immediately preceding sentence shall occur, the Company may provide in substitution of any or all of Grantee's rights under this Agreement such alternative consideration as the Company may determine in good faith to be equitable under the circumstances.

11. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to the Grantee. This Agreement and the Plan shall be administered in a manner consistent with this intent. Reference to Section 409A of the Code is to Section 409A of the Internal Revenue Code of 1986, as amended, and will also include any regulations or any other formal guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

12. Continuous Employment. For purposes of this Agreement, the continuous employment of the Grantee with the Company or any Subsidiary shall not be deemed to have been interrupted, and the Grantee shall not be deemed to have ceased to be an employee of the Company or Subsidiary, by reason of the (a) transfer of the Grantee's employment among the Company and its Subsidiaries or (b) an approved leave of absence.

13. No Employment Contract. The grant of the RSUs to the Grantee is a voluntary, discretionary award being made on a one-time basis and it does not constitute a commitment to make any future awards. The grant of the RSUs and any payments made hereunder will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law. Nothing in this Agreement will give the Grantee any right to continue employment with the Company or any Subsidiary, as the case may be, or interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Grantee.

14. Information. Information about the Grantee and the Grantee's participation in the Plan may be collected, recorded and held, used and disclosed for any purpose related to the administration of the Plan. The Grantee understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within the Grantee's country or elsewhere, including the United States of America. The Grantee consents to the processing of information relating to the Grantee and the Grantee's participation in the Plan in any one or more of the ways referred to above.

15. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. All terms used herein with initial capital letters and not otherwise defined herein that are defined in the Plan shall have the meanings assigned to them in the Plan. The Board (or a committee of the Board) acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein, have the right to determine any questions which arise in connection with the grant of the RSUs.

16. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall adversely affect the rights of the Grantee under this Agreement without the Grantee's consent (provided, however, that the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code).

17. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provisions so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal.

18. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, that notwithstanding any other provision of this Agreement, the RSUs covered by this Agreement shall not be paid if the payment thereof would result in violation of any such law.

19. Successors and Assigns. Without limiting Section 9 hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware, without giving effect to any principles of conflict of laws thereof.

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Executed in the name and on behalf of the Company at Toledo, Ohio, as of the date first above written.

**DANA HOLDING CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

The undersigned Grantee hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

\_\_\_\_\_  
Grantee

Date: \_\_\_\_\_

**DANA HOLDING CORPORATION**  
**PERFORMANCE SHARES AGREEMENT**

THIS AGREEMENT is made as of \_\_\_\_\_, 20\_\_ (the "Date of Grant") by and between Dana Holding Corporation, a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Grantee"). Any undefined terms appearing herein as defined terms shall have the same meaning as they do in the Dana Holding Corporation 2008 Omnibus Incentive Plan (the "Plan"), as amended from time to time (the "Plan").

**WHEREAS**, Grantee is an employee of the Company or one of its Subsidiaries;

**WHEREAS**, the Company has established the Plan, a copy of which and related prospectus can be found by logging on to the Company's Human Resources website at myhr.dana.com and selecting My Money or, free of charge, by written or telephonic request to the Corporate Secretary, and which Plan made a part hereof; and

**WHEREAS**, the Company desires to grant to the Grantee an award of \_\_\_\_\_ Performance Shares (the "Target Performance Shares") payment of which depends on the Company's performance as set forth in this Agreement and in a statement of performance goals (the "Statement of Performance Goals") approved by the Company.

**NOW, THEREFORE**, in consideration of the premises, and of the mutual agreements hereinafter set forth, it is covenanted and agreed as follows:

1. Earning of Target Performance Shares.

(a) Performance Measure: The Grantee's right to receive all of, any portion of, or more than, the Target Performance Shares will be contingent upon the achievement of specified levels of performance by the Company ("Dana Performance Goals"), as set forth in the Statement of Performance Goals and will be measured over the period from January 1, 20\_\_ through December 31, 20\_\_ (the "Performance Period").

(b) Below Threshold: If, upon the conclusion of the Performance Period, Dana Performance Goals for the Performance Period falls below the threshold level, as set forth in the performance matrix ("Performance Matrix") contained in the Statement of Performance Goals, **[no]** Performance Shares for the Performance Period shall become earned.

(c) Threshold: If, upon the conclusion of the Performance Period, Dana Performance Goals for the Performance Period equals the threshold level, as set forth in the Performance Matrix contained in the Statement of Performance Goals, \_\_\_% of the Target Performance Shares for the Performance Period shall become earned.

(d) Between Threshold and Target: If, upon the conclusion of the Performance Period, Dana Performance Goals exceed the threshold level, but is less than the target level, as set forth in the Performance Matrix contained in the Statement of Performance Goals, the Target Performance Shares shall become earned based on performance during the

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Performance Period, as determined by mathematical straight-line interpolation between \_\_\_% of the Target Performance Shares and \_\_\_% of the Target Performance Shares.

(e) Target: If, upon the conclusion of the Performance Period, Dana Performance Goals for the Performance Period equals the target level, as set forth in the Performance Matrix contained in the Statement of Performance Goals, 100% of the Target Performance Shares for the Performance Period shall become earned.

(f) Between Target and Maximum: If, upon the conclusion of the Performance Period, Dana Performance Goals exceed the target level, but is less than the maximum level, as set forth in the Performance Matrix contained in the Statement of Performance Goals, the Target Performance Shares shall become earned based on performance during the Performance Period, as determined by mathematical straight-line interpolation between \_\_\_% of the Target Performance Shares and \_\_\_% of the Target Performance Shares.

(g) Equals or Exceeds Maximum: If, upon the conclusion of the Performance Period, Dana Performance Goals for the Performance Period equals or exceeds the maximum level, as set forth in the Performance Matrix contained in the Statement of Performance Goals, \_\_\_% of the Target Performance Shares shall become earned.

(h) Conditions; Determination of Earned Award: Except as otherwise provided herein, the Grantee's right to receive any Performance Shares is contingent upon his or her remaining in the continuous employ of the Company or a Subsidiary through the end of the Performance Period. Following the Performance Period, the Board shall determine whether and to what extent the goals relating to Dana Performance Goals have been satisfied for the Performance Period and shall determine the number of Target Performance Shares that shall have become earned hereunder.

(i) Modification of Management Objectives: If the Company determines that a change in the business, operations, corporate structure or capital structure of the Corporation, the manner in which it conducts business or other events or circumstances render the measurement of Dana Performance Goals to be unsuitable, the Company may modify the calculation of Dana Performance Goals or the related minimum acceptable level of achievement, in whole or in part, as the Company deems appropriate.

(j) Determination Regarding Dana Performance Goals: All determinations involving Dana Performance Goals shall be calculated based on Generally Accepted Accounting Principles in effect at the time Dana Performance Goals are established without regard to any change in accounting standards that may be required by the Financial Accounting Standards Board after the goals are established. Before any Performance Shares are earned or paid, the Compensation Committee and/or Board must certify that any applicable Management Objectives related to the grant of Target Performance Shares have been satisfied.

## 2. Pro Rata Earning of Target Performance Shares.

(a) Death, Permanent and Total Disability or Retirement: Notwithstanding Section 1(j), if, during the Performance Period, but before the payment of any Performance Shares as set forth in Section 4, the Grantee dies or becomes Disabled while in the employ of the

Company or any Subsidiary or in the event of the Normal Retirement of the Grantee during the Performance Period, then the Grantee shall be entitled to receive such number of the Target Performance Shares as is determined pursuant to Section 1 at the conclusion of the Performance Period as if the Grantee had remained in the continuous employ of the Company or a Subsidiary through the end of the Performance Period, based on the Dana Performance Goals during the Performance Period, prorated, based on the number of whole months that Grantee was employed by the Company or any Subsidiary during the Performance Period. Notwithstanding the foregoing, With respect to Performance Shares intended to qualify as “performance-based compensation” within the meaning of section 162(m)4(C), in the event of a Normal Retirement, there will be no distribution of such Performance Shares prior to the attainment of the relevant performance objectives.

(b) Change in Control: Notwithstanding Section 1(j), if, during the Performance Period, but before the payment of any Performance Shares as set forth in Section 4, a Change in Control of the Company occurs while Grantee is an employee of the Company or any Subsidiary, then the Grantee shall be entitled to receive a pro rata number of the Target Performance Shares provided for under Section 1(e).

3. Forfeiture of Award. Except to the extent Grantee has earned the right to receive Performance Shares pursuant to Sections 1 or 2 hereof, Grantee’s right to receive Performance Shares shall be forfeited automatically and without further notice on the date that Grantee ceases to be an employee of the Company or any Subsidiary prior to the last day of the Performance Period or, in the event that Section 2(b) applies, on the date on which the Change in Control occurs. In the event that Grantee shall intentionally commit an act that the Compensation Committee and/or Board determines to be materially adverse to the interests of the Company or any Subsidiary, Grantee’s right to receive Performance Shares covered by this Agreement shall be forfeited at the time of that determination notwithstanding any other provision of this Agreement.

#### 4. Payment of Performance Shares.

(a) Except as provided in Sections 4(b) and 4(c), Performance Shares earned as provided in Section 1 hereof shall be paid to Grantee in shares of Common Stock in the calendar year immediately following the close of the Performance Period to which the award relates, but in no event later than two and one-half (2 1/2) months after the close of the Performance Period.

(b) The prorated portion of the Target Performance Shares earned pursuant to Section 2(a) hereof shall be paid to Grantee or his or her executor or administrator, as the case may be, in shares of Common Stock in the calendar year immediately following the last day of the Performance Period, but in no event later than two and one-half (2 1/2) months after the close of the Performance Period to which the award relates.

(c) The prorated portion of the Target Performance Shares earned pursuant to Section 2(b) shall be paid to Grantee in shares of Common Stock as soon as practicable following the Change in Control, but in no event later than two and one-half (2 1/2) months following the end of the year in which the Change in Control occurs.

5. Transferability. Grantee's right to receive any Performance Shares shall not be transferable nor assignable by Grantee other than by will or by the laws of descent and distribution.

6. Right to Terminate Employment. Nothing contained in this Agreement shall confer upon Grantee any right with respect to continuance of employment by the Company or any Subsidiary, nor limit or affect in any manner the right of the Company or any Subsidiary to terminate the employment or adjust the compensation of Grantee.

7. Taxes and Withholding. To the extent that the Company is required to withhold any federal, state, local or foreign taxes in connection with the payment of any Performance Shares in shares of Common Stock, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the payment of any Performance Shares that the Grantee shall pay such taxes or make arrangements that are satisfactory to the Company for the payment thereof.

8. Payment of Dividends. No dividends shall be accrued or earned with respect to any Performance Shares until such Performance Shares are earned by the Grantee as provided in this Agreement.

9. Adjustments. In the event of any change in the aggregate number of outstanding shares of Common Stock by reason of (a) any stock dividend, extraordinary dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, or (b) any Change in Control, merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization or partial or complete liquidation, or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing, then the Board shall adjust the number of Target Performance Shares or Performance Shares then held by the Grantee in such manner as to prevent dilution or enlargement of the rights of the Grantee that otherwise would result from such event. Moreover, in the event of any such transaction or event, the Board (or a committee of the Board), in its discretion, may provide in substitution for any or all of the Grantee's rights under this Agreement such alternative consideration as it may determine to be equitable in the circumstances.

10. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to the Grantee. This Agreement and the Plan shall be administered in a manner consistent with this intent. Reference to Section 409A of the Code is to Section 409A of the Internal Revenue Code of 1986, as amended, and will also include any proposed, temporary or final regulations, or any other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

11. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, that notwithstanding any other provision of this Agreement, Performance Shares shall not be paid if the payment thereof would result in a violation of any such law.



12. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall adversely affect the rights of Grantee under this Agreement without Grantee's consent (provided, however, that the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code).

13. Severability. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

14. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. Capitalized terms used herein without definition shall have the meanings assigned to them in the Plan. The Compensation Committee and/or Board acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the plan, have the right to determine any questions which arise in connection with the grant of Target Performance Shares.

15. Successors and Assigns. Without limiting Section 5 hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of Grantee, and the successors and assigns of the Company.

16. Governing Law. The interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

17. Notices. Any notice to the Company provided for herein shall be in writing to the Company and any notice to Grantee shall be addressed to Grantee at his or her address on file with the Company. Except as otherwise provided herein, any written notice shall be deemed to be duly given if and when delivered personally or deposited in the United States mail, first class certified or registered mail, postage and fees prepaid, return receipt requested, and addressed as aforesaid. Any party may change the address to which notices are to be given hereunder by written notice to the other party as herein specified (provided that for this purpose any mailed notice shall be deemed given on the third business day following deposit of the same in the United States mail).

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Executed in the name and on behalf of the Company at Toledo, Ohio as of the date first written above.

**DANA HOLDING CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

The undersigned Grantee hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive any Performance Shares or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

\_\_\_\_\_  
Grantee

Date: \_\_\_\_\_

**DANA HOLDING CORPORATION**

**Executive Perquisite Plan**

On April 16, 2008, upon the recommendation of the Compensation Committee, the Board of Directors of Dana Holding Corporation (Dana) approved and adopted an executive perquisite plan (Executive Perquisite Plan). The Executive Perquisite Plan provides for an annual cash allowance to eligible employees (including our named executive officers) in lieu of certain executive perquisites effective May 1, 2008. An annual allowance will be payable as indicated below:

Title	Cash Allowance (\$)
Executive Chairman	75,000
Chief Executive Officer	75,000
Other Members of the Executive Committee	35,000
Vice President	20,000

The cash allowance will be excluded from benefit and incentive compensation calculations under Dana’s benefit programs and will not be eligible for deferral under any Dana plan or arrangement.

# News Release



Exhibit 99.1

## **Dana Holding Corporation Names Gary L. Convis Chief Executive Officer**

**TOLEDO, Ohio – April 17, 2008** – Dana Holding Corporation (NYSE: DAN) today announced that it has named Gary L. Convis, 65, to the post of Chief Executive Officer. Convis was appointed to Dana's new Board of Directors in January 2008 after retiring from Toyota Motor Corporation, where he had spent more than 20 years culminating in his role as Chairman of Toyota Motor Manufacturing, Kentucky.

"We are delighted to welcome Gary as Chief Executive Officer," said Dana Executive Chairman John Devine, who had served as the company's acting CEO since January. "Gary is widely respected as one of the leading experts in lean manufacturing and management systems, including the Toyota Production System. Along with his strong leadership and global industry experience, we believe he is an ideal choice as our new Chief Executive."

"I am honored by the Board's confidence in me to lead Dana," Convis said. "I'm also eager to join with our people in establishing world-class manufacturing systems and returning this great company to the leadership ranks of the global automotive supply industry."

Convis comes to Dana after more than four decades spent at Toyota, General Motors Corporation, and Ford Motor Company. He became the first American president of Toyota's largest plant outside Japan, Toyota Motor Manufacturing, Kentucky (TMMK), in 2001. He was named chairman of TMMK in 2006 and retired in 2007. Prior to this, in 2003, he was the first American manufacturing executive appointed by Toyota Motor Corporation (TMC) to be a managing officer of TMC, as well as Executive Vice President of Toyota Motor Engineering & Manufacturing North America, Inc. Prior to serving in these roles, Convis spent 16 years at New United Motor Manufacturing, Inc., a joint venture between GM and Toyota. Previously, he spent more than 20 years in various roles with GM and Ford Motor Company.

Convis earned a bachelors degree in mathematics with a minor in physics from Michigan State University. He will continue to serve as a member of Dana's board. He is also a board member of Cooper-Standard Automotive Inc. and Compass Automotive Group, Inc.

### **About Dana Holding Corporation**

Dana is a world leader in the supply of axles; driveshafts; and structural, sealing, and thermal-management products; as well as genuine service parts. The company's customer base includes virtually every major vehicle manufacturer in the global automotive, commercial vehicle, and off-highway markets, which collectively produce more than 70 million vehicles annually. Based in Toledo, Ohio, the company's continuing operations employ approximately 35,000 people in 26 countries and reported 2007 sales of \$8.7 billion, with more than half of this revenue derived from outside the United States. For more information, please visit: <http://www.dana.com/>.

### **Media Contact**

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