

"Consent" shall have the meaning set forth in Section 5.16.

"Consolidated Income Tax Return" shall mean any consolidated Federal Income Tax Return filed by Dana; any consolidated, unitary, or combined State Income Tax Return filed by Dana or its Subsidiaries; or any similar Foreign Income Tax Return filed by or that includes a Transferred Company.

"Consolidated Return Year" shall mean with respect to any Transferred Company, any period for which it is included in a Consolidated Income Tax Return.

"Contracts" shall mean any legally binding agreement, contract, work order, lease, consensual obligation or undertaking Related to the Business or to which any of the Transferred Companies or Transferred Joint Ventures is a party or is otherwise subject.

"Covered Losses" shall have the meaning set forth in Section 8.3(c).

"Dana" shall have the meaning set forth in the recitals to this Agreement.

"Dana Defined Contribution Plan" shall have the meaning set forth in Section 5.7.

"Dana Indemnified Parties" shall have the meaning set forth in Section 8.2.

"Dana Pension Plan" shall have the meaning set forth in Section 5.7.

"Dana UAW Savings Plan" shall have the meaning set forth in Section 5.10(b).

"Dana Welfare Plans" shall have the meaning set forth in Section 5.8.

"Dutch Company" shall mean Warner Electric B.V., a company organized under the laws of the Netherlands.

"Employee Arrangements" shall have the meaning set forth in Section 3.14(b).

"Employees" shall mean all individuals who are employed in the Business as of the Closing Date.

"Encumbrances" shall mean mortgages, deeds of trusts, liens, pledges, charges, encumbrances, security interests, options, rights of first refusal, easements, restrictive covenants, encroachments or any other restrictions or third-party rights.

"Environmental Cap" shall have the meaning set forth in Section 8.3(c).

"Environmental Claim" shall mean all Losses arising out of, based on or resulting from (a) the presence of Hazardous Substances at any of the Facilities at levels in excess of any applicable, relevant or appropriate levels or standards set forth, established, published, proposed or promulgated under, pursuant to or by any Environmental Law or Governmental Authority having jurisdiction over a remedial action, correction of noncompliance or action with respect to such Hazardous Substance at such Facility ("Trigger Standards"), as in effect or proposed on or after the Closing Date; *provided* that to the extent there are no such Trigger Standards, (A) in the case of Facilities located in the United States, the standards contained in the EPA Region III Risk Based Concentration Table, in effect on or after the Closing Date, shall be the applicable Trigger Standards and (B) in the case of the Facilities located outside of the United States, the standards