During the portion of any Year in which a Change in Control of the Corporation occurs that follows the date of such Change in Control of the Corporation, eligible participants who are named on the Corporate Award List as of the date of the Change in Control of the Corporation and who continue to be employed by the Company or its subsidiaries shall be entitled to award levels, performance targets and bonus opportunities which would provide them for the Year in which the Change in Control of the Corporation occurs with aggregate award levels and performance targets that are no less favorable than those initially in effect for the Year in which the Change in Control of the Corporation occurs (taking into account the payment made under the immediately preceding paragraph).

This Plan shall not be amended in anticipation of or in conjunction with the occurrence of a Change in Control of the Corporation or at any time following a Change in

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Control of the Corporation in any manner that would adversely affect the rights of eligible participants under the Plan. No amendment or termination of this Plan shall impair or diminish the obligations of the Company to any eligible participants or the rights of any eligible participants under the Plan under any notices or agreements previously issued pursuant to the Plan.

3. Section 11 of the Plan is amended by adding the following sentence at the end of such Section:

The Second Amendment to the Plan is effective as of December 8, 2003.

In Witness Whereof, Dana Corporation has adopted this amendment.

DANA CORPORATION

By: /s/ R. B. Priory

Chairman of the Compensation
Committee of the Board of Directors

ATTEST

/s/ R. W. Spriggle

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