CORPORATE OFFICES

DANA CORPORATION

SPICER CLUTCH DIVISION

Ford Motor Company

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Dear Mr. _____:

This is to confirm our discussions and reflect the agreements between Dana Corporation and Ford Motor Company relative to materials used by Dana in clutches sold to Ford. Dana has available clutch friction materials not containing asbestos and has made such materials available to Ford. Ford has indicated that, at least in some instances, it will continue to specify asbestos-containing friction materials, notwithstanding the availability of alternatives. Dana is willing to supply clutches and clutch parts containing asbestos to Ford subject to and contingent upon Ford's agreement to the following terms and conditions.

In consideration of Dana's agreement to sell, and Dana's sales of, clutches and clutch parts containing asbestos to Ford on and after July , 1983, Ford agrees to indemnify, defend, and hold Dana harmless from and against any and all claims based on the presence of asbestos in such products. This indemnification shall be interpreted and enforced under the laws of the State of Ohio and is expressly intended to be broadly construed to include, without limitation, punitive damages and shall exclude only claims arising before the product is shipped from Dana to Ford. Further, the indemnification shall expressly apply to sales from and to subsidiaries of Dana and Ford, respectively.

Dana Corporation

By_____

Agreed

Ford Motor Company

By_____

SC-02-0002791

PLAINTIFF'S EXHIBIT 105413

SCF-FORD-0041