PLAINTIFF'S EXHIBIT

DC-106

February 18, 1969

Philip Carey Manufacturing Company
320 South Anthony Wayne
Cincinnati, Ohio 45215

Subject: Smith & Kanzler Stock Purchase Agreement

Dear Sirs:

The following opinion is given pursuant to paragraph 4.4 of the above identified Purchase Agreement between Dana Corporation and Philip Carey Corporation. The below lettered paragraphs correspond to those of paragraph 4.4:

(a) After an examination of the corporate records of Smith & Kanzler Company, it is my opinion that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, that it is duly qualified and authorized to carry on its business in the State of New Jersey and that it has authority to own, lease and operate its property and to carry on its business as it is now being conducted. Smith & Kanzler Company is not qualified in any state other than the State of New Jersey, but it is my opinion that its business is being conducted in such a manner that qualification in additional states is not necessary.

(b) After an examination of the records of Smith & Kanzler Company, it is my opinion that its authorized capital and number of issued and outstanding shares of capital stock are as set forth in paragraph 2.2 of said Purchase Agreement, that such shares are validly issued, fully paid and non-assessable, and that there exist no rights held by third parties to acquire such shares, and no rights held by Dana Corporation or by third parties to acquire additional shares of capital stock of Smith & Kanzler Company.

(c) It is my opinion that Dana Corporation is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has the requisite power and authority to enter into said Purchase Agreement.

(d) It is my opinion that said Purchase Agreement, when executed by an authorized officer of Dana Corporation and delivered by Dana Corporation will constitute a legal, valid and binding obligation of Dana Corporation.

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(e) There is, to my knowledge, no provision in the Certificate of Incorporation or By-Laws of Dana Corporation or of Smith & Kanzler Company or any contract or agreement to which either is a party which would prevent Dana Corporation from transferring good title to the shares of capital stock of Smith & Kanzler Company in the manner provided by said Purchase Agreement.

(f) It is my opinion that title to the capital stock of Smith & Kanzler Company and to the demand note of Smith & Kanzler Company has, by their delivery to Philip Carey Corporation this day, been vested in Philip Carey Corporation, free and clear of all claims, liens and encumbrances.

(g) To my knowledge, the execution, delivery and performance of said Purchase Agreement by Dana Corporation will not violate with or without the giving of notice and/or the passage of time, any provision of law applicable to Smith & Kanzler Company, and will not conflict with, or result in the breach or termination of any provision, or constitute a default under or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of Smith & Kanzler Company, pursuant to, any corporate charter, by-law, indenture, Underwriters' Laboratory Certification, mortgage, deed of trust, or any other agreement or instrument known to me to which Smith & Kanzler Company or the Dana Corporation is a party or by which Smith & Kanzler Company or the Dana Corporation or any of the properties or assets of Smith & Kanzler Company may be bound, except the continuation of the status of Smith & Kanzler Company as a distributor of Canadian Johns-Manville Asbestos Limited which is not (to the best of my knowledge) the subject of a written agreement, and hence, appears to be terminable by the parties at will.

(h) To my knowledge, Smith & Kanzler Company has good and marketable title to all its properties and assets (including those reflected in its Balance Sheet, as defined by said Purchase Agreement, free and clear of all claims, liens and encumbrances except as referred to in said Balance Sheet.

(i) To my knowledge, Smith & Kanzler Company in the conduct of its business does not violate or infringe any domestic or foreign law, statute, ordinance, license or regulation or any right,

concession, patent, trademark, trade name, copyright, know-how or other proprietary rights of others, the enforcement of which could materially and adversely affect its business or the values of its properties or assets.

(j) To my knowledge, there is no claim, action, suit, proceeding, or investigation, pending or threatened, against or relating to Smith & Kanzler Company or its assets or properties or in any way involving this Agreement or the transactions contemplated thereby, and Smith & Kanzler Company is not to my knowledge in default with respect to any order, judgment, suit, injunction or decree of any governmental agency or instrumentality.

(k) To my knowledge and in my opinion, the trademarks set forth in Schedule F of said Purchase Agreement have been duly registered under the laws of the United States and Canada, as listed on said Schedule, and Smith & Kanzler Company is the owner of record of such trademarks, free and clear of all claims and encumbrances, with the exception of the Canadian registration of the trademark Spraycraft which has been assigned to Smith & Kanzler Company but which assignment does not appear on its face to have been recorded in Canada. However, Smith & Kanzler Company is the sole beneficial owner of the trademark Spraycraft in Canada and presently possesses an assignment of said trademark from the record owner in form satisfactory for recordation in Canada. To my knowledge, and in my opinion, there are no defects in title to the listed trademarks and no license or permission is required by Smith & Kanzler Company to enable it or any assignee of such trademark to use the same except that the trademarks "Jetbest" and "Jetbestos" have not been used in recent years by Smith & Kanzler Company; and accordingly, the claim of Smith & Kanzler Company to the right to use or the right to exclude others from using these marks may be adversely affected by such non-use. To my knowledge, no claim has been asserted against Smith & Kanzler Company for the cancellation of any trademark listed on Schedule F or for the infringement of trademark rights of others.

(l) To my best knowledge and belief the license agreements disclosed in Schedule D of said Purchase Agreement are valid and existing on the date hereof and Smith & Kanzler Company is not in

default thereunder, or will be in default thereunder, with the exception that the Spraycraft License Agreement with Bradford Insulation Limited covering the State of South Australia was entered into by the predecessor of Smith & Kenzler Company and may not have been properly assigned to Smith & Kenzler Company. I have been advised by the management of Smith & Kenzler Company, however, that this agreement is not active and no royalties are being paid under it for the reason that the licensee never went into production.

Very truly yours,

DANA CORPORATION

John F. Teigland

John F. Teigland
Staff Attorney

JFT:mrv