



Dana Holding Corporation
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OHIO EPA

MAR 26 2009

DIV. OF HAZARDOUS
WASTE MGT.

Law Department

Craig Campbell
Direct No.: (419) 535-4796
E-Mail: craig.campbell@dana.com

March 23, 2009

VIA CERTIFIED MAIL

Ohio Environmental Protection Agency
Division of Hazardous Waste Management
P.O. Box 1049
Columbus, OH 43216-1049

Re: Environmental Covenant for 5278 US 24 East, Antwerp, OH – AOC
Docket No. RCRA-05-2003-0009

Ladies and Gentlemen:

Per the attached Environmental Covenant, enclosed please find a copy of the Environmental Covenant for the property currently owned by Big Dog Project, LLC and formerly owned by Dana Corporation located at 5278 US-24 East, Antwerp, OH, that has been filed with the Paulding County Recorder on March 20, 2009.

If you have any questions, or if anything further is needed, please feel free to contact me.

Sincerely,

Craig Campbell
Manager - Remediation and Special Projects
Dana Holding Corporation

CBC:jcp
Enclosure

cc: Andrew Porter, R.S., Paulding County Health Department
Mayor Margaret Womack, Antwerp, Ohio
Ken Bardo, U.S. EPA Project Manager, U.S. EPA

RECEIVED
OHIO EPA

MAR 26 2009

DIV. OF HAZARDOUS
WASTE MGT.

PAULDING COUNTY, OHIO
CAROL E. TEMPLE, RECORDER
03-20-2009 At 02:17 pm.
AGREEMENT 2348.00
OR Volume 531 Page 1506 - 1797

To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is made as of the 20th day of March, 2009, by and between Big Dog Project, LLC, Owner of the property located at 5278 U.S. 24 East, Antwerp, Ohio ("Property") (as further identified below) and the Holders (as further identified below), pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations and to the rights of access described below.

WHEREAS, pursuant to Section 3008(h) of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6928(h), on May 1, 2003, Dana Corporation, Boston Weatherhead Division ("Dana") entered into an Administrative Consent Order No. RCRA-05-2003-0009 ("AOC") with U.S. EPA to investigate and remediate the source of contamination at or from the Property (subsequently sold to Big Dog Project, LLC as further identified below). Pursuant to the AOC, Dana: (1) initiated interim measures ("IM") to address an immediate or potential threat to human health and/or the environment from the release or potential release of hazardous waste at or from the facility; and (2) completed a RCRA Facility Investigation ("RFI") and Corrective Measures Study ("CMS") to characterize the nature, extent, and migration rate of potential constituents of concern ("COCs") that have been or are likely to be released into the environment from the facility;

WHEREAS, Dana, as part of the RFI and CMS, identified trichloroethene and total petroleum hydrocarbons (diesel range) as COCs in soil; benzene, chloromethane, cis-1,2-dichloroethene, trans-1,2-dichloroethene, trichloroethene, and vinyl chloride as COCs in lacustrine groundwater and indoor air; and cis-1,2-dichloroethene, trans-1,2-dichloroethene, trichloroethene, and vinyl chloride as COCs in bedrock groundwater;

WHEREAS, Dana conducted a Human Health Risk Assessment ("HHRA") to help determine the risks posed by COCs. The HHRA was conducted based on assumptions that the future land use will be consistent with the present land use - i.e., industrial activities;

WHEREAS, the HHRA indicated that there might be an unacceptable risk to human health if: (1) contaminated bedrock groundwater is consumed; (2) soil and/or lacustrine groundwater is encountered by construction or redevelopment workers during subsurface activities; or (3) COCs in soil beneath the building migrate to indoor air;

WHEREAS, on October 23, 2007, Dana sold the Property to Owner and also entered into an Access and Remediation Agreement ("Agreement") whereby Dana agreed to perform all work required by the AOC, and Owner granted Dana a nonexclusive license to perform the work required by the AOC. As part of the Agreement, Dana Corporation and Owner agreed to mutual cooperation in the execution of additional documents or permit applications that may reasonably be required to effectuate the purpose of the AOC, including, but not limited

to, a use restriction on excavations and the use of ground water, or the implementation of engineering controls;

WHEREAS, on October 25, 2007, U.S. EPA public noticed the Statement of Basis presenting the proposed remedy for the Property. On July 16, 2008, U.S. EPA issued the Final Decision and Response to Comments ("FDRC") selecting the final remedy to address contaminated lacustrine clay ground water, bedrock ground water, lacustrine clay soil, and indoor air at and from the Property for implementation. U.S. EPA also identified institutional controls and restrictions on the use of the Property as part of the final remedy;

WHEREAS, U.S. EPA maintained an Administrative Record supporting its selection of the corrective measures for the Property ("FDRC Administrative Record") at the Antwerp Branch Library, 205 N. Madison Street, P.O. Box 1027, Antwerp, Ohio 45813, and U.S. EPA, Region 5, Land and Chemicals Division, RCRA Records Center, 7th Floor, 77 West Jackson, Chicago, Illinois, 60604-3590. Such Administrative Record is still maintained at U.S. EPA's office;

WHEREAS, in February 2008 Dana emerged from Chapter 11 bankruptcy as Dana Companies, LLC ("Dana Companies"), a wholly owned subsidiary of Dana Holding Corporation;

WHEREAS, Dana Companies is implementing certain corrective measures at the Property consistent with the FDRC. Such corrective measures include, but are not limited to, treatment of contaminated soil and groundwater, excavation of contaminated soil, and a performance monitoring program ("Corrective Measures");

WHEREAS, the Owner and Holders ("Parties") hereto have agreed: (1) to grant a permanent right of access over the Property to the Access Grantees (as hereafter defined) for purposes of implementing, facilitating or monitoring the corrective measures; and (2) to impose on the Property activity and use limitations as covenants that will run with the land for the purpose of protecting human health and the environment;

NOW THEREFORE, Owner and Holders covenant as follows:

Definitions. All capitalized terms shall have the definitions identified herein. A capitalized term in this Environmental Covenant which is not defined herein shall have the same meaning as set forth in ORC §§ 5301.80 to 5301.90 of RCRA.

- A. **Access Grantees** means the Ohio Environmental Protection Agency ("OEPA") and U.S. EPA and their respective officers, employees, agents, contractors and other invitees (collectively, "Access Grantees").
- B. **Administrative Order on Consent** ("AOC") means the AOC entered into between the U.S. EPA and Dana. It was signed by U.S. EPA on May 1, 2003 and by Dana on April 25, 2003 with Docket No. RCRA-05-2003-0009. The AOC was issued as part of U.S. EPA's authority to require

environmental remediation and corrective measures under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. The AOC is attached hereto as Exhibit A.

- C. **Agency** means U.S. EPA and its respective officers, employees, agents, contractors and other invitees. For the purposes of this Environmental Covenant the U. S. EPA is the agency responsible for overseeing the Corrective Measures and use restrictions at the Property and therefore, is the Agency as defined in ORC § 5301.80(B) and the applicable agency as that term is used in ORC §§ 5301.80 to 5301.92.
- D. **Agricultural Activities** means (i) crops used for human consumption; (ii) crops used for livestock consumption; and (iii) livestock used for human consumption.
- E. **AOC Administrative Record** means the Administrative Record U.S. EPA maintains related to the AOC. A copy of the AOC Administrative Record is maintained at U.S. EPA's office referenced above.
- F. **Final Decision and Response to Comments** ("FDRC") means the Final Decision and Response to Comments for selection of the Corrective Measures at the Property issued July 16, 2008, and attached hereto as Exhibit B.
- G. **FDRC Administrative Record** means the Administrative Record U. S. EPA maintains related to its selection of Corrective Measures for the Property. U. S. EPA maintains the FDRC Administrative Record at U.S. EPA, Region 5, Land and Chemicals Division, RCRA Records Center, 7th Floor, 77 West Jackson, Chicago, Illinois 60604-3590.
- H. **Holders** mean (i) the Owner, whose address is listed above, (ii) Dana Companies, LLC whose corporate office is located at 900 W. South Boundary, Building 8, Suite A, Perrysburg, Ohio, 43552; (iii) Dana Holding Corporation whose corporate office is located at 4500 Dorr Street, Toledo, Ohio, 43615; and, (iv) the successors and assigns of the Owner, Dana Companies, LLC and Dana Holding Corporation.
- I. **Industrial/Commercial Activities** includes, but is not limited to:
 - (i) wholesale and retail sales and service activities including, but not limited to retail stores, and automotive fuel, sales and service facilities;
 - (ii) governmental, administrative and general office activities;
 - (iii) manufacturing, processing, packaging, handling and warehousing activities, including, but not limited to, production, storage and sales of durable and nondurable goods and other products;
 - (iv) research and development, including all ancillary and supporting activities incident thereto;
 - (v) other office and warehousing activities, including but not limited to production, processing, storage and sales of chemicals, chemical

intermediates, blend-stocks, feed-stocks and/or by-products, durable goods; and (vi) activities which are consistent with or similar to the above listed activities together with related parking areas and driveways, but excludes Residential and Other Prohibited Activities.

J. **Owner** means Big Dog Project, LLC located at 5278 U.S. 24 East, Antwerp, Ohio, and its successors and assigns.

K. **Residential and Other Prohibited Activities** includes, but is not limited to: (a) single and multi-family dwellings and rental units; (b) day care centers and preschools; (c) educational and religious facilities; (d) hospitals, assisted living facilities and other extended care medical facilities and medical and dental offices; (e) restaurants and other food and beverage services (e.g., food stores, restaurants and banquet facilities); (f) indoor or outdoor entertainment and recreational facilities; (g) hotel and motels; and (h) transient or other residential facilities.

L. **Transferee** means any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees but excluding the Agency.

NOW THEREFORE, Owner and Holders agree to the following:

1. **Environmental Covenant.** This instrument is an Environmental Covenant executed and delivered pursuant to ORC §§ 5301.80 to 5301.92. Owner joins in this Environmental Covenant in order to subject its interest in the Property which it may now or hereafter hold to the terms of this instrument.

2. **Property and Restricted Area.** This Environmental Covenant concerns an approximately 25 acre tract of real property, owned as of the date of this Environmental Covenant by Big Dog Project, LLC, located at 5278 U.S. 24 East, Antwerp, in Paulding County, Ohio, and more particularly described in Exhibit C attached hereto and incorporated by reference herein ("Property"). That portion of the Property which is subject to certain activity and use limitations identified in Paragraph 3 below is described on Exhibit D, which is attached hereto and incorporated herein. The portion of the Property subject to such activity and use limitations is hereafter referred to as the "Restricted Area." The Property is outlined by heavy black line on Exhibit E-1 attached hereto (the "Map"), and the Restricted Area is shown by diagonal lines on the copy of the Map attached hereto as Exhibit E-2. Unless otherwise indicated in this Environmental Covenant reference to the Property includes the Restricted Area.

3. **Activity and Use Limitations on the Property and on the Restricted Area.**

- (a) **Land use.** Owner covenants that the Property is limited to industrial and commercial use only. The Property shall not be used for Residential and Other Prohibited Activities, Agricultural Activities or any manner that would interfere with or adversely affect the integrity or protectiveness of the Corrective Measures which have been implemented or which will be implemented pursuant to AOC.

Any future use of the Property must be protective of human health and the environment. It is the sole responsibility of the Owner and/or Transferee to ensure that use of the Property, including use by any lessee, is consistent with the selected Corrective Measures provided in the FDRC, and with this Environmental Covenant.

- (b) **Ground water limitations.** Owner covenants that there shall be no use of Property groundwater, except for environmental monitoring, testing or remediation purposes until cleanup levels are achieved as determined by U.S. EPA. Ground water monitoring wells are to be maintained until cleanup levels are achieved and the wells are approved for abandonment by U.S. EPA.
- (c) **Disturbance limitations.** Owner covenants the soil and ground water at the Property are not to be disturbed in a manner that poses a risk to workers or interferes with the implementation of the final remedy. There shall be no construction or excavation activity that occurs in the soils or the subsurface ground within or upon the Restricted Area without receiving U.S. EPA written approval and complying with the notice requirements as described in section 8 below.
- (d) **Occupancy Restrictions/Engineering Controls. Until completion of the final remedy set forth in the FDRC,** the Restricted Area on the Property, which is described on Exhibit D and depicted on Exhibit E-2, shall not be used or occupied unless: (i) U.S. EPA determines in writing that a proposed use or occupation presents no unacceptable risk to human health; or (ii) engineering controls are installed and maintained in a manner that is protective of human health and approved in writing by U.S. EPA. After completion of the final remedy set forth in the FDRC, health and safety measures required to protect human health from risks, if any, associated with exposure to residual COCs remaining at the Property will be employed by Dana Companies, LLC, Dana Holding Corporation, and their successors and assigns.

4. **Running with the Land.** This Environmental Covenant shall be binding upon the Owner, the Holders, and all assigns and successors in interest or title, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein.

5. **Compliance Enforcement.** Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the U.S. EPA from exercising any authority under applicable law.

In the event that Owner or any other person should attempt to violate the terms of this Environmental Covenant, U.S. EPA shall have the right to immediately seek judicial relief, including, but not limited to an appropriate equitable remedy. Any court having jurisdiction is hereby granted the right to issue a temporary restraining order and/or preliminary injunction upon application by U.S. EPA without notice or posting bond. Owner and each Transferee by accepting a deed thereto or to any part thereof waives all due process or other constitutional right to notice and hearing before the grant of a temporary restraining order and/or preliminary injunction pursuant to this Subsection.

6. **Rights of Access.** Owner hereby grants to the Agency, Dana Companies, LLC, Dana Holding Corporation, and their successors and assigns, and to the local government in which the Property is located, an unrestricted right of access to the Property to take any action authorized by law; any action related to implementation, oversight or enforcement of this Environmental Covenant, the FDRC, or the AOC; or any action otherwise necessary to protect human health and the environment. Such rights of access, include but are not limited to obtaining samples; inspecting or copying records, operating logs, contracts or other documents; surveying and making soil tests of the Property; locating utility lines; digging or disturbing the surface of the Property; and/or construction of barriers or other appurtenance to the land that may be necessary to protect human health and the environment. The right of access does not limit any statutory authority of the Agency or create any right of action against it except as otherwise provided by law.

7. **Owner Duty to Execute Environmental Covenant.** Owner agrees to properly execute this Environmental Covenant so that it runs with the land; provides the Agency with the authority to seek injunctive or other equitable relief for its violation pursuant to ORC §§ 5301.91(A)(1)-(4); and is in compliance with ORC §§ 5301.80 to 5301.92. Owner agrees to provide the institutional controls with respect to the Property that are set forth in this Environmental Covenant. Owner executes and delivers this Environmental Covenant to satisfy, implement and maintain the institutional controls identified in the FDRC and AOC.

8. **Notices to Agency.** Owner, Holders or Transferees or any other person with an interest in the Property shall not make applications for building permits for, or proposals for any work affecting contamination on the Property without first providing written notice to the

Agency. U.S. EPA shall have twenty (20) days to identify any inconsistencies with this Environmental Covenant and/or the selected corrective measures.

In the event that any activity by the holder of an encumbrance constitutes a violation of the use and activity restrictions contained in this covenant, Owner and/or Transferee shall notify U.S. EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner and/or Transferee and U.S. EPA.

Except in the event of an emergency, the U.S. EPA shall be provided with written notice at least five (5) days prior to any construction or excavation activity that occurs in the soils or the subsurface ground within or upon the Restricted Area, which is described on Exhibit D and depicted on Exhibit E-2, on the Property. The notice shall provide information as to the purpose, nature, and extent of contamination or excavation activities proposed in the Restricted Area, and the protective safety measures that will be taken during such activities. As part of the notice, a site-specific health and safety plan, prepared by a qualified environmental professional, shall be submitted to U.S. EPA for written approval. The site-specific health and safety plan shall be based on information documented in the FDRC Administrative Record related to the adverse environmental and human health conditions on the Property, and implemented during the construction or excavation activity.

In case of an emergency, U.S. EPA shall be provided with a follow-up report detailing any construction or excavation activity that occurs in the soils or the subsurface ground within or upon the Restricted Area during such activities within thirty (30) days of any emergency.

9. **Compliance Reporting.** Owner or any Transferee shall submit to U.S. EPA, Dana Companies, LLC and Dana Holding Corporation on an annual basis, starting on December 15, 2009, a written certification which complies with the requirements of Ohio Administrative Code 3745-50-42(B)-(D) that the activity and use limitations remain in place and are being complied with. At the same time, the Owner shall report compliance with this Environmental Covenant pursuant to ORC § 5301.82(B)(1).

10. **Notice upon Conveyance.** Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations, and grants of access set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. For instruments conveying any interest in the Property or any portion thereof other than the Restricted Area, the notice shall be substantially in the form set forth in Exhibit F. For instruments conveying any interest in the Restricted Area or any portion thereof, the notice shall be substantially in the form set forth in Exhibit G.

Owner, Holders and Transferee shall notify U.S. EPA within ten (10) days after each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the property being transferred, a survey map of the property being transferred, and the closing date of the transfer of ownership of the Property.

Owner and Transferee shall also make the same notification to Dana Companies, LLC and Dana Holding Corporation.

11. **Representation and Warranties.** Owner hereby represents and warrants that:

- (a) Owner is the sole owner of the Property;
- (b) Owner holds fee simple title to the Property which is free, clear and unencumbered except for those encumbrances listed in Exhibit H, which are fully incorporated by reference herein;
- (c) Owner has identified in Exhibit I all others that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter in this Environmental Covenant;
- (d) Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- (e) This Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

12. **Amendment or Termination.** This Environmental Covenant may be amended or terminated while Owner owns the Property only by a writing signed by Owner, the Holders and U.S. EPA pursuant to ORC § 5301.90 and other applicable law.

Upon transfer of all or any portion of the Property, Owner waives any rights that it might otherwise have under Section 5301.90 of the ORC to withhold its consent to any amendments, modifications, or termination of this Environmental Covenant, to the extent that it has transferred its interest in that portion of the Property affected by said modification, amendment or termination. The rights of Owner's successors in interest as to a modification, amendment or termination of this Environmental Covenant are governed by the provisions of Section 5301.90 of the ORC. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Paulding County Recorder's Office, and shall provide a file- date-stamped copy of the recorded instrument to U.S. EPA.

"Amendment" means any changes to the Environmental Covenant with the formalities required for the execution of the deed in Ohio which is recorded in the Office of the Recorder of Paulding County, Ohio. "Termination" means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

13. **Future Cooperation; Execution of Supplemental Instruments.** Owner agrees to cooperate fully with U.S. EPA to assist it in implementing the rights granted it under this Environmental Covenant and, in furtherance thereof, agrees to execute and deliver such further documents as may be requested by U.S. EPA to supplement or confirm the rights granted hereunder. Further, Owner agrees to cooperate with U.S. EPA to obtain compliance with the terms of this Environmental Covenant if there is a violation of this Environmental Covenant.

14. **Cumulative Remedies; No U.S. EPA Waiver of Authority or Assumption of Obligations.** All of the rights and remedies set forth in this Environmental Covenant or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy or option available hereunder or at law. The failure to exercise any right granted hereunder, to take action to remedy any violation by Owner of the terms of this Environmental Covenant or to exercise any remedy provided herein shall not be deemed to be a waiver of any such right or remedy and no forbearance on the part of U.S. EPA and no extension of the time for performance of any obligations of Owner hereunder shall operate to release or in any manner affect U.S. EPA's rights hereunder.

No action or decision by U.S. EPA related to environmental remediation at the Property shall independently give rise to judicial review under this Environmental Covenant. Nothing in this Environmental Covenant shall restrict the U.S. EPA from exercising any authority it may have under applicable law. U. S. EPA reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable.

U.S. EPA does not assume any obligations under this Environmental Covenant. U.S. EPA's signature to this Environmental Covenant does not constitute a commitment, contract or obligation for future action on the part of U.S. EPA.

15. **Severability.** If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. **Governing Law.** Except as provided herein, the laws of the State of Ohio shall be the governing law. Federal law shall govern issues related to environmental remediation; the adequacy of the institutional controls to protect human health and the environment; and issues involving or relating to the U.S. EPA. The federal court for the appropriate judicial district shall have jurisdiction of any action involving the U.S. EPA.

17. **Recordation.** With five (5) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Paulding County Recorder's Office, and pursuant to ORC 5301.88.

18. **Effective Date.** The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Paulding County Recorder.

19. **Distribution of Environmental Covenant.** Within fifteen (15) days after the date of the final required signature the Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to any lessee, Dana Companies, Dana Holding Corporation, each person holding a recorded interest in the Property and the following persons designated by U.S. EPA:

- (a) Ohio Environmental Protection Agency
Division of Hazardous Waste Management
P.O. Box 1049
Columbus, OH 43216-1049
- (b) Andrew Porter, R.S.
Paulding County Health Department
101 West Perry Street
Paulding, Ohio 45879
- (c) Mayor Margaret Womack
P.O. Box 1046
Antwerp, Ohio 45813
- (d) Ken Bardo, U.S. EPA Project Manager
U.S. EPA, Region 5
Corrective Action Section, LU-9J
77 West Jackson Boulevard
Chicago, IL 60604-3590

20. **Notices.** Unless otherwise notified in writing by or on behalf of the current Owner or U.S. EPA, any document or communication required by the Environmental Covenant shall be submitted to the Agency, Dana Companies, LLC and Dana Holding Corporation at the addresses set forth herein.

21. **Captions.** All paragraph captions are for convenience of reference only and shall not affect the construction of any provision of this Environmental Covenant.

22. **Time of the Essence.** Time is of the essence of each and every performance obligation of Owner under this Environmental Covenant.

IN WITNESS WHEREOF, Owner, Dana Companies, LLC, Dana Holding Corporation, and U.S. EPA have executed and delivered this Environmental Covenant as of the date first above written.

OWNER:

BIG DOG PROJECT, LLC

By: [Signature]

Title: Pres

Date: 3-6-09

STATE OF OHIO)
) SS.
COUNTY OF PAULDING)



AVA L. KENNEDY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 12/23/11
Recorded in Paulding County, Ohio

The foregoing instrument was acknowledged before me this 6th day of MARCH, 2009, by Big Dog Project, LLC

[Signature]
Notary Public

HOLDER:

DANA COMPANIES, LLC

By: [Signature]

Title: Manager

Date: 3-11-09

STATE OF OHIO)
) SS.
COUNTY OF Lucas)

The foregoing instrument was acknowledged before me this 11th day of March, 2009, by Dana Companies, LLC,



LINDA M. GRANT
Notary Public, State of Ohio
My Commission Expires 10/26/2009

[Signature]
Notary Public

HOLDER:

DANA HOLDING CORPORATION

By: Mac S. Zimin

Title: Secretary

Date: 3/10/09

STATE OF OHIO)
) SS.
COUNTY OF Lucas)

The foregoing instrument was acknowledged before me this 10th day of March, 2009, by Dana Holding Corporation,



LINDA M. GRANT
Notary Public, State of Ohio
My Commission Expires 10/26/2009

Linda M. Grant
Notary Public

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

By: Margaret Guerriero

Title: Director, Land & Chemicals Div

Date: 3/17/09

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 17 day of March, 2009, by Margaret Guerriero, Director, Land and Chemicals Division, Region 5 of the United States Environmental Protection Agency, on behalf of the United States of America.



Joseph H. Kruth
Notary Public

