

ASSET PURCHASE AGREEMENT

by and among

VC REGIONAL ASSEMBLY & MANUFACTURING, LLC,

CARPLASTIC S.A. DE C.V.,

JOHNSON CONTROLS INTERIORS L.L.C.,

and

JOHNSON CONTROLS AUTOMOTRIZ MEXICO, S DE RL DE CV

Dated as of March 22, 2010

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## TABLE OF CONTENTS

	<b>Page</b>
<b>ARTICLE 1 PURCHASE AND SALE</b> .....	1
1.1. Transfer of Acquired Assets .....	1
1.2. Excluded Assets .....	3
1.3. Assumption of Liabilities.....	5
1.4. Excluded Liabilities .....	5
1.5. Non-Assignment of Assigned Contracts.....	6
1.6. Prorations .....	7
1.7. Categorization and Documentation of Certain Acquired Assets.....	7
<b>ARTICLE 2 CONSIDERATION</b> .....	9
2.1. Consideration.....	9
<b>ARTICLE 3 CLOSING AND DELIVERIES</b> .....	11
3.1. Closing .....	11
3.2. Seller's Deliveries .....	11
3.3. Buyer's Deliveries .....	12
<b>ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLER</b> .....	12
4.1. Corporate Organization.....	12
4.2. Authorization and Validity .....	13
4.3. No Conflict or Violation .....	13
4.4. Consents and Approvals .....	13
4.5. Contracts .....	13
4.6. Leased Real Property .....	14
4.7. Title to Assets; Equipment.....	14
4.8. Compliance with Applicable Laws.....	14
4.9. Absence of Material Adverse Effect.....	15
4.10. Intellectual Property.....	15
4.11. Permits .....	16
4.12. Employee Benefits .....	16
4.13. Labor and Employment Matters .....	17
4.14. Taxes.....	17
4.15. Social Security Matters .....	18

4.16.	Environmental Matters.....	18
4.17.	Payments to Vendors and Suppliers .....	19
<b>ARTICLE 5</b>	<b>REPRESENTATIONS AND WARRANTIES OF BUYER.....</b>	<b>19</b>
5.1.	Corporate Organization.....	20
5.2.	Authorization and Validity .....	20
5.3.	No Conflict or Violation .....	20
5.4.	Consents, Approvals and Notifications.....	20
5.5.	Availability of Funds; Financing .....	20
5.6.	Adequate Assurances Regarding Assigned Contracts and Assumed Liabilities .....	20
<b>ARTICLE 6</b>	<b>COVENANTS OF SELLER .....</b>	<b>21</b>
6.1.	Actions Before Closing.....	21
6.2.	Conduct of Business Before the Closing Date.....	21
6.3.	Access to Properties and Records; Confidentiality.....	21
6.4.	Delayed Assignment and Assumption of Contracts. ....	22
6.5.	Inventory Count .....	23
6.6.	Notices .....	23
6.7.	Assignment of Certain Ancillary Agreements.....	23
6.8.	Payments to Vendors or Suppliers.....	23
6.9.	Lease Payments.....	23
6.10.	Intellectual Property.....	23
6.11.	Set-Up of Information Technology Environment.....	24
<b>ARTICLE 7</b>	<b>COVENANTS OF BUYER .....</b>	<b>24</b>
7.1.	Actions Before Closing Date .....	24
7.2.	Consents, Approvals and Notifications.....	24
7.3.	Adequate Assurances Regarding Assigned Contracts .....	24
7.4.	Support Obligations .....	24
7.5.	Availability of Business Records.....	25
7.6.	Visteon Marks; Supplies .....	25
7.7.	Notices .....	25
7.8.	Specified Component Parts Sourcing .....	26
<b>ARTICLE 8</b>	<b>BANKRUPTCY PROCEDURES .....</b>	<b>26</b>
8.1.	Bankruptcy Actions .....	26

<b>ARTICLE 9 EMPLOYEE AND BENEFITS MATTERS</b> .....	26
9.1. Mexican Employment Matters.....	26
9.2. IMSS and INFONAVIT Assumption of Social Security Liabilities .....	26
9.3. Mexican Assistance and Cooperation.....	27
9.4. Mexican Collective Bargaining Agreements .....	27
9.5. Mexican Retained Liabilities .....	27
9.6. U.S. Employment Matters.....	27
9.7. Retained Responsibilities.....	28
9.8. Transfer of Assets and Liabilities from Employee Benefit Plans.....	28
9.9. Collective Bargaining Agreements .....	28
9.10. Severance .....	29
9.11. WARN Act Obligations.....	29
9.12. COBRA Obligations .....	29
9.13. Employment Matters.....	29
<b>ARTICLE 10 REGULATORY AND CUSTOMS MATTERS</b> .....	30
10.1. Governmental Approvals .....	30
10.2. Customs Compliance. ....	30
<b>ARTICLE 11 TAXES</b> .....	32
11.1. Taxes Related to Purchase of Assets .....	32
11.2. Allocation of Taxes to Pre-Closing and Post-Closing Periods. ....	33
11.3. Cooperation on Tax Matters .....	33
11.4. Retention of Tax Records .....	33
11.5. Allocation of Final Cash Purchase Price and Final Cash Purchase Price Allocation Forms .....	34
<b>ARTICLE 12 CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES</b> .....	34
12.1. Conditions Precedent to Performance by Seller and Buyer.....	34
12.2. Conditions Precedent to Performance by Seller .....	34
12.3. Conditions Precedent to the Performance by Buyer .....	35
<b>ARTICLE 13 TERMINATION AND EFFECT OF TERMINATION</b> .....	35
13.1. Right of Termination.....	35
13.2. Termination.....	35
<b>ARTICLE 14 MISCELLANEOUS</b> .....	37
14.1. Successors and Assigns.....	37

14.2. Governing Law; Jurisdiction.....	37
14.3. Further Assurances.....	37
14.4. Warranties Exclusive. ....	37
14.5. No Survival of Representations, Warranties and Pre-Closing Covenants.....	38
14.6. No Recourse Against Third Parties.....	38
14.7. Mutual Drafting .....	39
14.8. Expenses .....	39
14.9. Broker's and Finder's Fees .....	39
14.10. Severability .....	39
14.11. Notices .....	39
14.12. Amendments; Waivers.....	40
14.13. Schedules .....	40
14.14. Public Announcements .....	41
14.15. Entire Agreement.....	41
14.16. Parties in Interest.....	41
14.17. Headings; Counterparts, <i>etc.</i> .....	41
14.18. Construction.....	41
14.19. Bulk Transfer Laws.....	42
<b>ARTICLE 15</b> DEFINITIONS .....	42
15.1. Certain Terms Defined.....	42
15.2. All Terms Cross-Referenced.....	48

## EXHIBITS

Exhibit A.....	Form of Bill of Sale
Exhibit B.....	Form of Assumption Agreement
Exhibit C.....	Form of Transition Services Agreement
Exhibit D.....	Form of Sale Order
Exhibit E.....	Form of Employer Substitution Agreement
Exhibit F.....	Form of Union Agreement
Exhibit G.....	Form of Union Notice
Exhibit H.....	Form of Notice of Employer Substitution

## DISCLOSURE SCHEDULES

Schedule 1.1(a)	Real Estate Leases
Schedule 1.1(b)	Equipment
Schedule 1.1(c)	Supplier Contracts
Schedule 1.1(d)	Collective Bargaining Agreements
Schedule 1.1(e)	Other Contracts
Schedule 1.1(i)	License Agreements
Schedule 1.1(j)	Permits
Schedule 1.1(l)	Other Assets
Schedule 1.2(c)	Excluded Assets
Schedule 1.3(b)	Cure Amounts
Schedule 1.4	Excluded Liabilities
Schedule 3.2(a)	Other Intellectual Property Transfer Documents
Schedule 4.2	Authorization
Schedule 4.3	No Conflict or Violation
Schedule 4.4	Governmental Consents and Approvals
Schedule 4.5	Material Contracts
Schedule 4.6	Owned Property
Schedule 4.10(a)	Owned Intellectual Property
Schedule 4.10(b)	Third Party Intellectual Property
Schedule 4.10(c)	Disputed Intellectual Property

Schedule 4.10(d)	Excluded Intellectual Property
Schedule 4.10(e)	Licensed Intellectual Property
Schedule 4.11	Excluded Licenses and Permits
Schedule 4.12	Employees
Schedule 4.13	Labor Matters
Schedule 4.16	Environmental Matters
Schedule 6.4(b)	Mexican Contracts
Schedule 7.4(a)	Support Obligations
Schedule 7.8	Carplastic Sourced Parts
Schedule 9.1	Mexican Transferred Employees
Schedule 12.3(c)	Third Party Consents
Schedule 15.1	Permitted Liens

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of March 22, 2010, is made by and among VC Regional Assembly & Manufacturing, LLC, a Delaware limited liability company ("VCRAM"), Carplastic S.A. de C.V., a Mexican company ("Carplastic" and together with VCRAM, "Seller"), Johnson Controls Interiors L.L.C., a Michigan limited liability company ("U.S. Buyer") and Johnson Controls Automotriz Mexico, S de RL de CV, a Mexican limited liability company ("Mexico Buyer" and collectively with U.S. Buyer, "Buyer"). Capitalized terms used in this Agreement are defined or cross-referenced in Article 15.

### RECITALS

WHEREAS, VCRAM and Carplastic are indirect wholly-owned subsidiaries of Visteon Corporation, a Delaware corporation ("Visteon");

WHEREAS, on May 28, 2009 (the "Petition Date"), Visteon and certain of its Affiliates, including VCRAM, filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, VCRAM is currently a debtor in possession under Chapter 11 of the Bankruptcy Code in the Chapter 11 Case presently pending in the Bankruptcy Court, and VCRAM, upon proper approval and authorization from the Bankruptcy Court, may sell and assign its assets outside of the ordinary course of business;

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, (i) U.S. Buyer desires to purchase from VCRAM, and VCRAM desires to sell to U.S. Buyer, the assets and properties identified herein in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, and (ii) Mexico Buyer desires to purchase from Carplastic, and Carplastic desires to sell to Mexico Buyer, the assets and properties identified herein; and

WHEREAS, Buyer also desires to assume, and Seller desires to assign and transfer to Buyer, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

### ARTICLE 1 PURCHASE AND SALE

1.1. Transfer of Acquired Assets. At the Closing and upon the terms and conditions set forth herein, (i) VCRAM shall sell, convey, transfer, assign and deliver to U.S. Buyer, and U.S. Buyer shall acquire from VCRAM, free and clear of all Liens (other than Permitted Liens), to the fullest extent permitted by Sections 363(b) and (f) of the Bankruptcy Code, all of VCRAM's right, title and interest in, to and under the Acquired Assets and (ii) Carplastic shall sell, convey, transfer, assign and deliver to Mexico Buyer, and Mexico Buyer shall acquire from



Carplastic, free and clear of all Liens (other than Permitted Liens), all of Carplastic's right, title and interest in, to and under the Acquired Assets. "Acquired Assets" shall mean solely the tangible assets and properties located at the Leased Real Property and the following assets, properties and rights (and, for the avoidance of doubt, shall not include the Excluded Assets):

(a) all of Seller's rights under the leases of real property (the "Real Estate Leases") listed on Schedule 1.1(a) (the real property leased by Seller pursuant to the Real Estate Leases, the "Leased Real Property");

(b) all of (i) Seller's equipment, vehicles, tools (including but not limited to Seller's possessory or other rights to any customer-owned tooling located at the Leased Real Property), supplies, spare parts, machinery, furniture, fixtures, and other personal property, in each case, set forth on Schedule 1.1(b) hereto or otherwise located at the Leased Real Property (the "Equipment"), and (ii) to the extent assignable by Seller, any rights of Seller to the warranties received from manufacturers and sellers of the Equipment;

(c) all of Seller's rights under those outstanding purchase orders or other similar Contracts that are set forth on Schedule 1.1(c) ("Supplier Contracts");

(d) all of Seller's rights under each collective bargaining agreement that is in effect with respect to any Business Employee immediately prior to the Closing and listed on Schedule 1.1(d) (the "Collective Bargaining Agreements");

(e) all of Seller's rights under the Contracts listed on Schedule 1.1(e) (the "Other Contracts" and, together with the Real Estate Leases, the Supplier Contracts, the Collective Bargaining Agreements and the License Agreements, the "Assigned Contracts");

(f) all of Seller's inventory used exclusively in the operation of the Business, including, without limitation, the following: (a) finished goods and partly finished goods; (b) work-in-process; (c) raw materials and supplies; (d) non-production supplies and consumables (including equipment parts); and (e) such inventory located at Seller's (or Seller's Affiliate's) warehouse in Laredo, Texas (the "Inventory");

(g) all of Seller's rights under or pursuant to all warranties (express or implied), representations and guarantees made by third parties to the extent relating to any Acquired Assets;

(h) all rights, privileges, claims, offsets, demands, choses in action and indemnification rights of Seller's against or with respect to any Person in connection with or otherwise relating to the Acquired Assets, and/or any of the Assumed Liabilities, whether choate or inchoate, known or unknown, contingent or non-contingent, to the extent such rights, privileges, claims, offsets, demands, choses in action and indemnification rights do not cover or relate to any Excluded Liabilities or Excluded Assets;

(i) the computer software, hardware and equipment located at the Leased Real Property and owned by Seller, and, to the extent assignable, licenses held by Seller (the "License Agreements"), in each case that pertain primarily to the Business and are set forth on Schedule 1.1(i);

(j) to the extent transferable under applicable Law, all rights of Seller under the permits, authorizations, approvals, registrations, and licenses relating primarily to the Acquired Assets or the Business issued by any Government (and pending applications for the foregoing), including but not limited to those listed on Schedule 1.1(j) (the "Permits");

(k) copies of all Business Records;

(l) the assets set forth with specificity on Schedule 1.1(l);

(m) all prepaid items related to the Assigned Contracts to the extent that the amount of such pre-pays has been remitted by Buyer to Seller pursuant to Section 1.6 hereof;

(n) [RESERVED]

(o) all assets to be acquired by Buyer pursuant to Article 9; and

(p) subject to Section 1.2(h), Seller's right to collect insurance proceeds due to Seller to the extent such proceeds relate to any damage or destruction of any tangible property constituting an Acquired Asset but only to the extent such damage or destruction occurs after the date of this Agreement and prior to the Closing.

1.2. Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Acquired Assets are the only properties and assets transferred to Buyer under this Agreement and Seller shall not, and shall not be deemed to, sell, transfer, assign, convey or deliver to Buyer any assets other than the Acquired Assets. Seller shall retain all right, title and interest in, to and under the Excluded Assets. Without limiting the generality of the foregoing, the Acquired Assets do not include, and shall not be deemed to include the properties and assets of Seller listed or described in this Section 1.2 (all properties and assets not being acquired by Buyer are herein referred to as the "Excluded Assets");

(a) all of Seller's cash and cash equivalents, marketable securities, surety accounts, deposits and credit, checks in transit and undeposited checks and, subject to Section 1.1(m), all of Seller's prepaid expenses and items and other advance payments;

(b) all of Seller's accounts and notes receivable;

(c) all assets, property and other rights held or owned by Seller and specifically listed on Schedule 1.2(c) hereto;

(d) any Intellectual Property not listed on Schedule 1.1(i) hereto;

- (e) all forecasts, financial information or financial statements prepared by or used by Seller or its Affiliates to the extent not relating primarily to the Acquired Assets;
- (f) all of Seller's rights under Contracts that are not Assigned Contracts, including, for the avoidance of doubt, all customer Contracts;
- (g) all assets of any Employee Benefit Plan;
- (h) all rights to Claims, refunds or adjustments, all other refunds or adjustments with respect to Excluded Assets relating to any proceeding before any Government relating to the period prior to the Closing and all rights to insurance proceeds or other insurance recoveries (i) that relate to, or are reimbursement for, Seller's or Seller's Affiliate's expenditures made prior to the Closing Date for which insurance proceeds are available or due to Seller or Seller's Affiliates or (ii) to the extent relating to Excluded Assets or Excluded Liabilities;
- (i) all losses, loss carry forwards and rights to receive refunds, credits and loss carry forwards with respect to any and all Taxes of Seller incurred or accrued on or prior to the Closing Date, including interest receivable with respect thereto;
- (j) any and all rights, demands, claims, credits, allowances, rebates, causes of action, known or unknown, pending or threatened (including all causes of action arising under sections 510, 544 through 551 and 553 of the Bankruptcy Code or under similar state Laws, and all other causes of action of a trustee and debtor-in-possession under the Bankruptcy Code) or rights of set-off (collectively, "Claims"), of Seller or any Affiliate of Seller, arising out of or relating in any way to the Chapter 11 Case or any of the transactions contemplated thereby or entered into as a consequence thereof, including any claims (as defined in section 101(5) of the Bankruptcy Code) filed, scheduled or otherwise arising in the Chapter 11 Case and all other Claims to the extent related to any Excluded Assets or any Excluded Liabilities;
- (k) all shares of capital stock or other equity interests of Seller and all Affiliates of Seller;
- (l) all rights of Seller arising under this Agreement and under any other agreement between Seller and Buyer entered into in connection with this Agreement;
- (m) all rights and Claims of Seller arising under the Accommodation Agreement or any other agreement with Chrysler Group LLC or any of its Affiliates;
- (n) all Retained Books and Records;
- (o) all of Seller's rights to recovery of collateral given to obtain letters of credit and rights to recover amounts drawn or paid on letters of credit; and
- (p) all amounts due to Seller from any Affiliate of Seller and all rights and Claims of Seller against any Affiliate of Seller, including all claims of Seller.

1.3. Assumption of Liabilities. In connection with the conveyance of the Acquired Assets to Buyer, Seller shall assign and the (i) U.S. Buyer shall assume, as of the Closing, the payment and performance of only the following liabilities of VCRAM and (ii) Mexico Buyer shall assume, as of the Closing, the payment and performance of only the following liabilities of Carplastic (collectively, the "Assumed Liabilities"):

(a) all liabilities and obligations of Seller under the Assigned Contracts (i) to the extent relating to periods beginning on or after the Closing and (ii) to the extent of amounts remitted by Seller to Buyer pursuant to Section 1.6 hereof, relating to periods beginning after the Closing;

(b) all cure costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts, as determined in accordance with the procedures governing the determination and payment of cure costs approved by the Bankruptcy Court in the Sale Order (the "Cure Amounts") and Schedule 1.3(b) sets forth Seller's good faith estimate of such Cure Amounts;

(c) to the extent assigned, all liabilities and obligations of Seller under the Permits to the extent relating to periods beginning on or after the Closing;

(d) all liabilities for Taxes relating to the Acquired Assets for all taxable periods (or portions thereof) beginning on or after the Closing (as determined in accordance with Section 11.2);

(e) all liabilities assumed by Buyer pursuant to Article 9;

(f) all liabilities and obligations of Seller for Transaction Taxes payable in connection with the transactions contemplated by this Agreement; and

(g) all liabilities and obligations, other than the Excluded Liabilities, relating to or arising from Buyer's operation of the Business or the ownership of the Acquired Assets after the Closing (including any product liability or product warranty claims to the extent related to products manufactured after the Closing).

1.4. Excluded Liabilities. Except for the Assumed Liabilities, Buyer shall not assume or be obligated to assume, and under the terms of this Agreement (except as otherwise specifically provided herein) Buyer shall not be obligated to pay for, satisfy or perform, and none of the assets of Buyer shall be or become liable for, any liability, indebtedness, commitment or other obligation of Seller, whether known or unknown, fixed or contingent, recorded or unrecorded, currently existing or hereafter arising, or otherwise (collectively, the "Excluded Liabilities"), including but not limited to any of the following liabilities of Seller or its Affiliates:

(a) all liabilities and obligations with respect to trade accounts payable existing as of the Closing, except to the extent that the amount of any such liabilities is remitted by Seller to Buyer pursuant to Section 1.6 hereof;

(b) all liabilities arising out of, related to, or incurred in connection with any pollution, release or threatened release to the environment, exposure to or manufacture, processing, distribution, use, treatment, generation, transport or handling, disposal, emission, discharge, storage or release of Hazardous Material or Waste, in each case that is related in any way to Seller's ownership, operation or occupancy prior to Closing of the Business, Leased Real Property and the Acquired Assets being transferred to Buyer, including any failure of Seller to comply with any Environmental Laws prior to Closing with respect to the Business, Leased Real Property or the Acquired Assets being transferred to Buyer;

(c) any product liability or product warranty claims to the extent related to products manufactured prior to the Closing;

(d) except as otherwise provided in Section 11.1 or 1.6, all liabilities for Taxes (A) for all taxable periods (or portions thereof) ending on or before (or, to the extent attributable to the portion of such period ending on the Closing) the Closing (as determined in accordance with Section 11.2) and (B) under any Tax allocation, sharing or similar agreement;

(e) all liabilities to the extent arising out of Excluded Assets, including Contracts that are not Assigned Contracts;

(f) subject to Article 9, any liability relating to or arising out of any employment action or practice in connection with the employment or termination of employment of any persons currently or formerly employed or seeking to be employed by Seller in the Business prior to the Closing, including liabilities based upon Seller's breach of employment or labor contract, employment discrimination, wrongful termination, wage and hour or health and safety requirements, workers' compensation, constructive termination, ERISA, the WARN Act, or the National Labor Relations Act, as amended, or any equivalent state, municipal, county, local, foreign or other Law;

(g) any liability under any Employee Benefit Plan or the rights or liabilities incident to or incurred in connection with any Employee Benefit Plan; and

(h) any liabilities arising out of or connected to any liquidation and winding down of Seller's or any of Seller's Affiliates' business; and

(i) those liabilities listed on Schedule 1.4 of the Disclosure Schedules.

#### 1.5. Non-Assignment of Assigned Contracts.

(a) Anything herein to the contrary notwithstanding, (i) this Agreement shall not constitute an agreement to assign any Assigned Contract if, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code (wherever applicable), an attempted assignment thereof, without obtaining a Consent, would constitute a breach thereof or in any way negatively affect the rights of Seller or Buyer, as the assignee of such Assigned Contract and (ii) no breach of this Agreement shall have occurred by virtue of such nonassignment. If, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, such Consent is

required but not obtained, Seller and Buyer shall use their respective commercially reasonable efforts (without any requirement on the part of any party to pay any money, to assume any Liability or to agree to any change in the terms of any Assigned Contract) to obtain the Consent of such other party to the assignment of such Assigned Contract to Buyer in all cases in which such Consent is or may be required for such assignment. If any such Consent shall not be obtained, then Seller shall, at the request and under the direction of Buyer and at Buyer's sole cost and expense (solely with respect to direct 3<sup>rd</sup> party costs and expenses), cooperate with Buyer in any reasonable arrangement requested by Buyer that is designed to provide Buyer with the benefits and obligations intended to be assigned to Buyer under such Assigned Contract. To the extent that Buyer is provided the benefits of any Assigned Contract pursuant to this Section 1.5, Buyer shall perform for the benefit of such other party or parties, the obligations (including payment obligations) of Seller thereunder or in connection therewith.

(b) To the extent that Buyer is provided the benefits of any Assigned Contract pursuant to Section 1.5(a), Buyer shall indemnify, defend and hold Seller and its Affiliates harmless from and against any and all Losses relating to such Assigned Contract which arise from the Buyer's operation of the Business from and after the Closing or otherwise from any arrangement entered into by Buyer and Seller pursuant to Section 1.5(a), (other than such Losses that have resulted from the gross negligence or willful misconduct of Seller or any of its Affiliates). Notwithstanding the foregoing, nothing in this Section 1.5 shall require Seller to make any significant expenditure or incur any significant obligation on its own or on Buyer's behalf, or prohibit Seller from ceasing operations or winding up its affairs following the Closing or otherwise forego or alter any of Seller's rights.

(c) For the avoidance of doubt, the inability of any Assigned Contract, Permit or other asset, which by the terms of this Agreement is intended to be included in the Acquired Assets to be assigned or transferred to Buyer at the Closing shall not (i) give rise to a basis for termination of this Agreement pursuant to Article 13 or (ii) give rise to any right to any adjustment to the Final Cash Purchase Price.

1.6. Prorations. Except as otherwise provided herein or as settled at the Closing or as otherwise addressed in the computation of the Final Cash Purchase Price, within thirty (30) days after the Closing Date Seller and Buyer shall prorate as of the Closing any amounts which (i) were paid in the ordinary course of business prior to the Closing Date and relate, in whole or in part, to periods ending after the Closing or (ii) become due and payable after the Closing Date in the ordinary course of business and relate, in whole or in part, to periods ending prior to the Closing, in each case only with respect to trade payables under the Assigned Contracts, rent (including additional rent) under the Real Estate Leases and utilities at the Leased Real Property. Any such amounts which are not available within thirty (30) days after the Closing Date shall be similarly prorated as soon as practicable thereafter. Such proration shall be effectuated by Seller paying to Buyer the pro-rata portion of any payments described in clause (ii) above that relates to periods ending prior to the Closing and by Buyer paying to Seller the pro-rata portion of payments described in clause (i) above that relates to periods ending after to the Closing.

1.7. Categorization and Documentation of Certain Acquired Assets.



(a) All of the (i) Equipment identified on Schedule 1.1(b) that is located at Seller's Leased Real Property located in Saltillo, Mexico and (ii) Inventory identified on Schedule 1.1(f) that is located at Seller's Leased Real Property located in Saltillo, Mexico falls into one of the following categories:

i) "VCRAM Maquiladora Assets" which were purchased outside of Mexico (or are deemed by Mexican law to have been purchased outside of Mexico) by VCRAM and have been temporarily imported into Mexico by Carplastic, with title vested in VCRAM;

ii) "Carplastic Maquiladora Assets" which were purchased outside of Mexico (or are deemed by Mexican law to have been purchased outside of Mexico) by Carplastic and have been temporarily imported into Mexico by Carplastic, with title vested in Carplastic

iii) "VCRAM Definitive Assets" which were purchased outside of Mexico (or are deemed by Mexican law to have been purchased outside of Mexico) by VCRAM and have been definitively imported into Mexico by Carplastic, with title vested in VCRAM;

iv) "Carplastic Definitive Assets" which were purchased outside of Mexico (or are deemed by Mexican law to have been purchased outside of Mexico) by Carplastic and have been definitively imported into Mexico by Carplastic, with title vested in Carplastic;

v) "Carplastic Mexican Assets" which were purchased in Mexico, with title vested in Carplastic; or

vi) "VCRAM Mexican Assets" which were purchased in Mexico, with title vested in VCRAM.

(b) Carplastic will deliver to Mexico Buyer the following documents to evidence Virtual Customs Transfer of the VCRAM Maquiladora Assets from Carplastic to Mexico Buyer: (i) commercial invoice; (ii) virtual export customs declaration (also known as, "export manifests" or "export pedimento") with all legally required attachments; (iii) certificate of origin (also known as "certificado de origen"), if the asset relied on a certificate of origin to obtain preferential duty treatment upon entry into Mexico.

(c) Mexico Buyer will deliver to Carplastic the following documents to evidence Virtual Customs Transfer of the Carplastic Maquiladora Assets and VCRAM Maquiladora Assets from Carplastic to Mexico Buyer: (i) commercial invoice, if applicable; and (ii) virtual import customs declaration with all legally required attachments.

(d) The Seller will deliver to Buyer one or more fiscal invoices to evidence Seller's sale to Buyer of the Carplastic Maquiladora Assets, the Carplastic Definitive Assets, and the Carplastic Mexican Assets, and all other instruments necessary to transfer

to Buyer Group all of Seller Group's right, title, and interest in the Equipment and Inventory described in Section 1.7(a) and constituting Acquired Assets. The fiscal invoices delivered from Seller to Buyer will include the Mexican value added tax payable if it is applicable as a result of the sale of Carplastic Definite Assets and Carplastic Mexican Assets, which shall be paid by Buyer in accordance with Section 11.1.

(e) Seller will deliver to Buyer one or more bill of sales to evidence Seller's sale to Buyer of the VCRAM Maquiladora Assets, the VCRAM Definitive Assets, and the VCRAM Mexican Assets, and all other instruments necessary to transfer to Buyer Group all of Seller Group's right, title, and interest in the Equipment and Inventory described in Section 1.7(a) and constituting Acquired Assets. The bill of sales delivered from Seller to Buyer will include the value added tax payable if it is applicable as a result of the sale of VCRAM Definitive Assets and the VCRAM Mexican Assets, which shall be paid by Buyer in accordance with Section 11.1.

## ARTICLE 2 CONSIDERATION

### 2.1. Consideration.

(a) The aggregate consideration for the Acquired Assets shall be equal to the sum of (i) the assumption by Buyer of the Assumed Liabilities; (ii) plus cash in an aggregate amount equal to the result of (A) \$17,086,475 (the "Cash Payment Amount"), plus (B) the Inventory Amount. The amount calculated pursuant to Section 2.1(a), as finally determined pursuant to this Section 2.1, is referred to herein as the "Final Cash Purchase Price." The "Estimated Cash Purchase Price" means the good faith estimate of the Final Cash Purchase Price which shall include the good faith estimate of the Inventory Amount (the "Estimated Inventory Amount"), as determined at least two (2) Business Days prior to the Closing Date. The Estimated Cash Purchase Price is payable at the Closing in accordance with Section 3.3. The Final Cash Purchase Price does not include any Mexican value added tax triggered by the sale of the Acquired Assets pursuant to this Agreement.

(b) Within 60 days following the Closing Date, Buyer shall prepare and deliver to Seller (i) a statement (the "Inventory Statement") setting forth in reasonable detail Buyer's determination of the Inventory Amount and (ii) the Allocation Schedule. The Inventory Statement shall be prepared in accordance with the terms and provisions of this Agreement and the method of calculation described in the definition of Inventory Amount. During the 30 days immediately following Seller's receipt of the Inventory Statement and during any period of dispute with respect thereto thereafter, Buyer shall (i) reasonably assist Seller in the review of the Inventory Statement and provide Seller and its representatives with reasonable access during normal business hours to the books, records (including work papers, schedules, memoranda and other documents), supporting data, facilities and employees of the Business reasonably necessary for their review of the Inventory Statement, and (ii) reasonably cooperate with Seller and its representatives in connection with such review, including providing on a timely basis all other information necessary or useful in connection with the review of the Inventory Statement as is



reasonably requested by Seller or its representatives. The Inventory Statement and Allocation Schedule shall become final and binding upon the parties 30 days following Seller's receipt thereof unless Seller gives written notice of its disagreement (a "Notice of Disagreement") to Buyer prior to such date. Any Notice of Disagreement shall specify in reasonable detail the nature and amount of any disagreement so asserted.

(c) If a timely Notice of Disagreement is received by Buyer, then the Inventory Statement and Allocation Schedule (as revised in accordance with this Section 2.1(c)), shall become final and binding upon the parties on the earlier of (a) the date any and all matters specified in the Notice of Disagreement are finally resolved in writing by Seller and Buyer and (b) the date any and all matters specified in the Notice of Disagreement not resolved by Seller and Buyer are finally resolved in writing by the Arbiter (as defined below). The Inventory Statement and Allocation Schedule shall be revised to the extent necessary to reflect any resolution by Seller and Buyer and any final resolution made by the Arbiter in accordance with this Section 2.1(c). During the 30 days immediately following the delivery of a Notice of Disagreement or such longer period as Seller and Buyer may agree in writing, Seller and Buyer shall seek in good faith to resolve in writing any differences which they may have with respect to any matter specified in the Notice of Disagreement, and all such discussions related thereto shall (unless otherwise agreed by Buyer and Seller) be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule. At the end of such 30-day period, Seller and Buyer shall submit to a nationally recognized consulting firm with expertise in financial analysis that is mutually selected by Seller and Buyer (the "Arbiter") for review and resolution of any and all matters (but only such matters) which remain in dispute and which were included in the Notice of Disagreement. Buyer and Seller shall instruct the Arbiter to, and the Arbiter shall, make a final determination of the items included in the Inventory Statement (to the extent such amounts are in dispute) in accordance with the guidelines and procedures set forth in this Agreement. Buyer and Seller will cooperate with the Arbiter during the term of its engagement. Buyer and Seller shall instruct the Arbiter not to, and the Arbiter shall not, assign a value to any item in dispute greater than the greatest value for such item assigned by Buyer, on the one hand, or Seller, on the other hand, or less than the smallest value for such item assigned by Buyer, on the one hand, or Seller, on the other hand. Buyer and Seller shall also instruct the Arbiter to, and the Arbiter shall, make its determination based solely on presentations by Buyer and Seller that are in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The Inventory Statement and Allocation Schedule shall become final and binding on the parties hereto on the date the Arbiter delivers its final resolution in writing to Buyer and Seller (which final resolution shall be requested by the parties to be delivered not more than 45 days following submission of such disputed matters), and such resolution by the Arbiter shall not be subject to court review or otherwise appealable. The fees and expenses of the Arbiter pursuant to this Section 2.1(c) shall be borne by Buyer, on the one hand, and Seller, on the other hand, based upon the percentage which the aggregate portion of the contested amount not awarded to each party bears to the aggregate amount actually contested by such party.

(d) If the Estimated Cash Purchase Price is less than the Final Cash Purchase Price (such shortfall, the "Adjustment Amount"), Buyer shall, within two (2) Business Days after the Inventory Statement becomes final and binding on the parties pursuant to this Section 2.1, make payment of the Adjustment Amount by wire transfer in immediately available funds to a bank account designated by Seller in writing to Buyer (the "Seller's Account").

(e) If the Estimated Cash Purchase Price is greater than the Final Cash Purchase Price (such excess, the "Excess Amount"), Seller shall, within two (2) Business Days after the Inventory Statement becomes final and binding on the parties pursuant to this Section 2.1, make payment of the Excess Amount by wire transfer in immediately available funds to Buyer.

(f) Any payment pursuant to Section 2.1(d) or Section 2.1(e) shall be made together with interest thereon at a rate per annum equal to the rate of interest published by The Wall Street Journal as the "prime rate" at large U.S. money center banks on the Closing Date, calculated on the basis of the number of days elapsed from the Closing Date to the date of payment.

(g) Buyer and Seller agree that the adjustments provided for in this Section 2.1, and the dispute resolution provisions provided for in this Section 2.1, shall be the exclusive remedy for the matters addressed or that could be addressed therein.

(h) Buyer agrees that following the Closing it will not, and it will cause its Affiliates and representatives not to, take any actions with respect to the accounting books, records, policies and procedures of Buyer or the Business that would obstruct or prevent the preparation of the Closing Statement as provided in this Section 2.1. Buyer will cooperate in the review of the Closing Statement, including by providing customary certifications to Seller or, if requested, to Seller's auditors or the Arbitrator.

### **ARTICLE 3** **CLOSING AND DELIVERIES**

3.1. Closing. Subject to the satisfaction or waiver by the appropriate party of all the conditions contained in Article XII hereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction, or waiver by the appropriate party of such conditions at the Closing), the parties hereto shall consummate the transactions contemplated hereby (the "Closing") at the offices of Foley & Lardner, LLP, 500 Woodward Avenue, Detroit, Michigan 48226 on April 30, 2010 (such date, the "Closing Date"). The Closing shall occur and be deemed effective at 11:59 p.m. (local time) on the Closing Date.

3.2. Seller's Deliveries. On the Closing Date:

(a) Seller shall deliver to Buyer (i) a bill of sale in the form attached hereto as Exhibit A (the "Bill of Sale") duly executed by Seller, (ii) an assignment and assumption agreement in the form attached hereto as Exhibit B (the "Assignment and Assumption Agreement") duly executed by Seller, (iii) certified copies of the resolutions duly adopted

by Seller's board of managers authorizing the execution, delivery and performance of this Agreement and each of the other agreements contemplated hereby, (iv) the real property and intellectual property transfer documents set forth on Schedule 3.2(a); (v) a transition services agreement in the form attached hereto as Exhibit C (the "Transition Services Agreement") duly executed by Seller; and (vi) such powers of attorney as required under Mexican Law to authorize the execution, delivery and performance of this Agreement and each of the other agreements contemplated hereby; and

(b) Notwithstanding anything in this Agreement or any Ancillary Agreement to the contrary, Seller's obligation to convey to Buyer all rights of Seller under the Permits listed on Schedule 1.1(j) shall consist of providing: (i) if required by Law, notices of intent to transfer the Permits to Buyer in accordance with the Government regulations governing such Permits transfer, (ii) information as required by the Government regulations governing such Permit transfer and (iii) reasonable assistance to Buyer (at Buyer's sole cost and expense with respect to any out-of-pocket costs or expenses incurred by Seller) in obtaining the transfer of such Permits in accordance with Section 6.1.

3.3. Buyer's Deliveries. On the Closing Date:

(a) Buyer shall pay or cause to be paid to Seller the Estimated Cash Purchase Price by wire transfer of immediately available funds to Seller's Account;

(b) Buyer shall provide "adequate assurance" of its ability to promptly cure any and all defaults under the Assigned Contracts that are required to be cured under the Bankruptcy Code, so that such Assigned Contracts may be assumed by Seller and assigned to Buyer in accordance with the provisions of section 365 of the Bankruptcy Code; and

(c) Buyer shall deliver to Seller (i) the Bill of Sale, duly executed by Buyer, (ii) the Assignment and Assumption Agreement, duly executed by Buyer, (iii) the real property transfer documents set forth on Schedule 3.2(a), duly executed by Buyer, (iii) certified copies of the resolutions duly adopted by Buyer's member authorizing the execution, delivery and performance of this Agreement and each of the other agreements contemplated hereby; (iv) the Transition Services Agreement, duly executed by Buyer; and (v) such powers of attorney as required under Mexican Law to authorize the execution, delivery and performance of this Agreement and each of the other agreements contemplated hereby.

#### **ARTICLE 4**

##### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the Disclosure Schedule, Seller hereby represents and warrants to Buyer that:

4.1. Corporate Organization. Seller is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. Subject to any necessary

authority from the Bankruptcy Court, Seller has all requisite power and authority to own its properties and assets and to conduct its Business as now conducted. Seller is duly qualified to conduct business as a foreign entity and is in good standing (to the extent applicable) under the Laws of the jurisdictions in which the nature of its business or the ownership or leasing of its property requires such qualification, except for any jurisdiction where the failure to be qualified would not, individually or in the aggregate, have a Material Adverse Effect.

4.2. Authorization and Validity. Subject to the Bankruptcy Court's entry of the Sale Order and the receipt of the Consents set forth on Schedule 4.2 of the Disclosure Schedules, Seller has all requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. Subject to the entry of the Sale Order, the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized by all necessary action by the board of managers (or equivalent governing body) of Seller, and no other organizational proceedings on the part of Seller are necessary to authorize such execution, delivery and performance. This Agreement has been duly executed by Seller and, subject to the Bankruptcy Court's entry of the Sale Order, constitutes its valid and binding obligation, enforceable against it in accordance with the terms herein.

4.3. No Conflict or Violation. Subject to (a) the receipt of all Consents set forth on Schedule 4.3 of the Disclosure Schedules and (b) the Bankruptcy Court's entry of the Sale Order, the execution, delivery and performance by Seller of this Agreement do not and will not (i) violate or conflict with any provision of the certificate of incorporation, by-laws or limited liability company agreement (or equivalent organizational documents) (collectively, the "Organizational Documents") of Seller, (ii) violate, in any material respect, any provision of law, regulation, rule or other legal requirement of any Government ("Law") or any order, judgment or decree of any court or Government ("Order") applicable to Seller, (iii) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default or give rise to the right of termination or cancellation under any material Assigned Contract or (iv) result in the creation or imposition of any Lien on any of the Acquired Assets.

4.4. Consents and Approvals. Except for filings and Consents listed on Schedule 4.4 of the Disclosure Schedules, no material Consent of, declaration to or filing or registration with, any Government is required to be made or obtained by Seller in connection with the execution and delivery by Seller of this Agreement or the performance by Seller of its obligations hereunder.

4.5. Contracts.

(a) Schedule 4.5 of the Disclosure Schedules sets forth a complete and correct list of each Contract which is material to the manufacture of Component Parts (as defined in the Accommodation Agreement) at the Sale Plants and Seller's good faith estimate of any Cure Amounts related thereto (the "Material Contracts").

(b) Other than as set forth on Schedule 4.5 of the Disclosure Schedules, neither Seller nor, to Seller's Knowledge, any other party to any of the Material Contracts has commenced any action against any of the parties to such Material Contracts or given or received any written notice of any material default or violation under any Material

Contract that was not withdrawn or dismissed, except only for those defaults that will be cured in accordance with the Sale Order (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Assigned Contracts). To Seller's Knowledge, each of the Assigned Contracts is, or will be at the Closing, valid, binding and in full force and effect against Seller, except as otherwise set forth on Schedule 4.5 of the Disclosure Schedules.

4.6. Leased Real Property. With respect to the Leased Real Property, except as reflected on Schedule 4.6:

(a) The Seller is in exclusive possession thereof and of all easements, licenses or rights required by applicable Law for use and occupancy as are necessary to conduct the Business thereon as currently conducted by Seller;

(b) To Seller's Knowledge, no portion thereof is subject to any pending condemnation proceeding or other proceeding by any Governmental authority materially adverse to the Leased Real Property and, to Seller's Knowledge, there is no threatened condemnation or other proceeding with respect thereto materially adverse to the Leased Real Property;

(c) The Seller is not a lessor under, or otherwise a party to, any lease, sublease, license or concession pursuant to which Seller has granted to any Person the right to use or occupy all or any portion of the Leased Real Property;

(d) There is no pending or, to Seller's Knowledge, threatened restriction or denial, governmental or otherwise, upon such ingress and egress. To Seller's Knowledge, no public improvements have been commenced and to Seller's Knowledge none are planned which in either case may result in special assessments against or otherwise materially adversely affect any Leased Real Property or Seller's rights or obligations under the Real Estate Leases. The Seller does not have notice or Knowledge of (i) an Order requiring repair, alteration, or correction of any existing condition affecting any Leased Real Property or the systems or improvements thereat or (ii) work that has been done or labor or materials that has or have been furnished to any Leased Real Property during the period of six (6) months immediately preceding the date of this Agreement for which Liens could be filed against any of the Leased Real Property, for which, in each case, Seller would be liable under the Real Estate Leases.

4.7. Title to Assets; Equipment. At Closing, the Seller shall convey to Buyer, subject to the Sale Order, title to all of the Acquired Assets owned by Seller free and clear of all Liens, except Permitted Liens. The Acquired Assets, together with the assets that will be used to provide services under the Transition Services Agreement after the Closing and those Excluded Assets described in Section 1.2(c) hereto, include all tangible property of Seller used to manufacture the Component Parts (as defined in the Accommodation Agreement) at the Sale Plants.

4.8. Compliance with Applicable Laws. The Seller has complied in all material respects with all Laws and orders of any Government applicable to the operation of the Business



or the Acquired Assets, except for instances of noncompliance that would not reasonably be expected to have a Material Adverse Effect. The Seller has not received any written notice from any Government authority asserting a failure, or possible failure, to comply with any such applicable Laws or orders, the subject of which notice has not been resolved as required thereby or otherwise to the satisfaction of the party sending such notice. No material investigation or review by any Government authority is pending or, to Seller's Knowledge, threatened, against Seller or any of its assets and properties, nor has any Government authority indicated in writing to Seller an intention to conduct the same.

4.9. Absence of Material Adverse Effect. Since December 31, 2009, there has been no Material Adverse Effect.

4.10. Intellectual Property.

(a) Schedule 4.10(a) separately sets forth all patents, patent applications, trademark and service mark registrations and registration applications and copyright registrations included in the Intellectual Property owned by Seller and currently used in connection with the Business.

(b) Except as set forth on Schedule 4.10(b), to Seller's Knowledge, Seller owns all rights, title and interest in and to, or possesses a valid right to use all Intellectual Property used in connection with the Business.

(c) Except as set forth on Schedule 4.10(c) or except as has not had and would not reasonably be expected to have a Material Adverse Effect, to Seller's Knowledge: (i) no complaint, action, suit, claim, proceeding, other dispute, or investigation, asserting the invalidity, misuse or unenforceability of, contesting ownership of, or otherwise challenging Seller's rights in, or use of, any Intellectual Property used in connection with the Business or licensed to Chrysler under Sections 4.5 and 6.2 of the Accommodation Agreement, is pending, or has been threatened, and no valid grounds for the same exist; and (ii) Seller has not received any written notices, and is not aware of any facts, that allege or indicate that the conduct of the Business or use of any Intellectual Property licensed to Chrysler under Sections 4.5 and 6.2 of the Accommodation Agreement has infringed, misappropriated or otherwise conflicted with, or infringes, misappropriates or otherwise conflicts with, any Intellectual Property of any other Person.

(d) Except as set forth on Schedule 4.10(d), to Seller's Knowledge, all Intellectual Property (excluding licenses of unmodified commercially available mass marketed Software applications) necessary to conduct the Business shall be transferred, assigned, licensed or made available to Buyer or Chrysler at Closing pursuant to this Agreement or the Accommodation Agreement.

(e) Except as set forth on Schedule 4.10(e) (excluding licenses of unmodified commercially available mass marketed Software applications), none of the Intellectual Property used in connection with the Business is licensed from any third party.

4.11. Permits. Except as set forth on Schedule 4.11, Seller maintains all Permits or exemptions necessary and material to the conduct of the Business as currently conducted by Seller, and all such Permits are in full force and effect. Schedule 4.11 contains a complete and accurate list of all such material Permits maintained by Seller as of the date hereof, along with the date of issuance and the current term thereof. Seller is in compliance in all material respects with the terms and conditions of all Permits and has received no written notices that it is in violation of any of the material terms or conditions of any Permits or alleging the failure to hold or obtain any material Permits. Seller has not received written notice that any such Permits will not be renewed, and there are no proceedings pending to revoke or withdraw any such Permits.

4.12. Employee Benefits.

(a) Schedule 4.12 sets forth a true, correct and complete list of all material Employee Benefit Plans. No Employee Benefit Plan is a "multiemployer plan" (as defined in Section 4001 of ERISA), and neither Seller nor any ERISA Affiliate has any obligation to contribute to, or any other liability with respect to, any such multiemployer plan with respect to Business Employees that would reasonably be expected to become a liability of Buyer.

(b) Delivery of Documents. Seller has made available in its online data room to which Buyer has been given access true, correct and complete copies of the following with respect to each Employee Benefit Plan:

(i) the Employee Benefit Plan or if there is not a written plan document, a written summary of the terms and conditions of the Employee Benefit Plan;

(ii) the most recent summary plan description, together with each most recent summary of material modifications, if required under ERISA, with respect to the Employee Benefit Plan; and

(iii) the most recent determination letter received from the IRS with respect to the Employee Benefit Plan that is intended to be qualified under Section 401 of the Code.

(c) Payments and Compliance. With respect to each Employee Benefit Plan, except as would not reasonably be expected to result in a material liability to Buyer, (i) all payments due to Business Employees from the Employee Benefit Plan (or from Seller with respect to the Employee Benefit Plan) have been made; (ii) Seller has complied with, and the Employee Benefit Plan conforms to, all applicable Laws and orders in all material respects; (iii) each Employee Benefit Plan that is intended to qualify under Section 401 of the Code has received a favorable determination letter from the IRS with respect to such qualification, its related trust has been determined to be exempt from taxation under Section 501(a) of the Code, and, to Seller's Knowledge, nothing has occurred since the date of such letter that has or is reasonably likely to adversely affect such qualification or exemption; and (iv) there is no litigation pending (other than routine

litigation for benefits) or, to Seller's knowledge, threatened with respect to the Employee Benefit Plan or against the assets of the Employee Benefit Plan.

(d) Post-Retirement Benefits. Other than as described in the documents made available to Buyer under subsection (b) above or as would not reasonably be expected to result in a material liability to Buyer, no Employee Benefit Plan provides welfare benefits, including death or medical benefits (whether or not insured), with respect to current or former employees, directors or independent contractors of Seller beyond their retirement or other termination of service, except for any benefits required by COBRA.

#### 4.13. Labor and Employment Matters.

(a) Except as set forth in Schedule 4.13(a), with respect to the Business, there are no charges of harassment or discrimination, complaints or allegations of harassment or discrimination, or any other employment-related Legal Proceedings that are pending or, to the knowledge of Seller, threatened between Seller and any of their respective employees, which Legal Proceedings would have a Material Adverse Effect.

(b) Except as set forth on Schedule 4.13(b) of the Disclosure Schedules, the Business is not a party to any collective bargaining agreement with any labor organization and, to the knowledge of Seller, no union organizing efforts are underway with respect to any employees of the Business.

(c) Except as set forth in Schedule 4.13(c) of the Disclosure Schedules, there are no material unfair labor practice charges or complaints, material labor grievances, claims for severance pay or reinstatement, payment of salaries or employment benefits, or arbitration proceedings pending, or to the Knowledge of Seller, threatened against the Business. There is no strike, slowdown, work stoppage or lockout, or, to the Knowledge of Seller, threat thereof, by or with respect to any employees of the Business.

(d) With respect to the Business, Seller has not implemented any plant closing or mass layoff of employees in violation of the WARN Act.

(e) Schedule 4.13(e) contains a true, correct and complete list of (i) all Business Employees, (ii) each such employee's title and location of employment, (iii) each such employee's employment status (*i.e.*, whether employee is actively employed or not actively at work due to illness, short-term disability, sick leave, authorized leave or absence, layoff for lack of work or service in the Armed Forces of the United States or for any other reason) and (iv) each such employee's annual rate of compensation, including bonuses and incentives. For purposes of subclause (iv), in the case of salaried employees, such list identifies the current annual rate of compensation for each such employee, and in the case of hourly employees, such list identifies the current hourly rate for each such employee.

#### 4.14. Taxes.

(a) Each Seller (and each of its Subsidiaries) has filed all material Tax Returns required to be filed by it or requests for extensions to file such Tax Returns have



been filed, granted and have not expired, and each Seller (and each of its Subsidiaries) has paid all material Taxes shown as due on such Tax Returns. All such Tax Returns are correct and complete in all material respects and correctly reflected the facts regarding the income, business, assets, operations, activities, status or other matters of all of the Sellers and each of its subsidiaries or any other information required to be disclosed thereon. In particular, and without limitation with respect to the foregoing, none of the foregoing Returns contain any position which is or would be subject to penalties under the provisions of US Federal, State or local tax law, including, without limitation, Section 6662 of the Code. Each Seller (and each of its Subsidiaries) has complied with all applicable Laws relating to the withholding of Taxes and has paid to the proper Taxing Authority all material Taxes required to have been withheld and paid. There are no Liens for Taxes upon any of the Acquired Assets other than Permitted Liens and Liens that will attach to the proceeds of this sale under this Agreement pursuant to Section 363 of the Bankruptcy Code or that will not survive the Closing. No deficiency for any Tax has been proposed, asserted or assessed against any Seller or any Subsidiary that is still pending. No request for a waiver of the time to assess any such Tax has been made that is still pending. No Tax Return of any Seller or any of its Subsidiaries is under current examination by the Internal Revenue Service or by any state, local, or foreign Taxing Authority and to the Knowledge of Sellers, no such Tax audit is threatened. All assessments for Taxes due from the Sellers or any of their Subsidiaries with respect to any concluded litigation or audit have been fully paid. Neither Seller and none of their respective Subsidiaries is liable (i) for the Taxes of any other Person as a result of any indemnification provision, tax allocation tax sharing agreement, or otherwise or (ii) for any unpaid Taxes of any Affiliate other than a Seller or its Subsidiary. To the knowledge of Sellers, there is (a) no investigation or other proceeding pending, threatened or expected to be commenced by any taxing authority for any jurisdiction in which the Company does not file Tax Returns that may lead to an assertion that the Company is (or may be) subject to a given Tax liability in such jurisdiction, and (b) no meritorious basis for such an investigation or other proceeding that would result in such an assessment.

(b) For U.S. federal income tax purposes, (i) VCRAM is a disregarded entity 100% owned by Visteon Domestic Holdings LLC, (ii) Visteon Domestic Holdings LLC is a disregarded entity 100% owned by Visteon Corporation, (iii) Visteon Corporation is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code, and (iv) Carplastic is treated as a corporation.

4.15. Social Security Matters. Carplastic has complied with all applicable social security obligations arising under Mexican Law, including without limitation those related to the Mexican Social Security Institute (*IMSS*), Mexican Housing Fund (*Infonavit*), and the mandatory retirement system (*Afores*) per the applicable Mexican Laws, and that, to the Knowledge of Seller, no amounts whatsoever are therefore owed to any related authorities on such regard. There are no existing claims or complaints filed or, to Seller's Knowledge threatened to be filed, by any Mexican authority against Carplastic regarding any outstanding debt or social security matter.

4.16. Environmental Matters. Except for past violations for which Seller is not subject to any current liability and cannot become subject to any future liability and except as set forth in

Schedule 4.16: (a) Seller, in respect of the operations, practices, properties and assets of the Business or with respect to the Acquired Assets, is and has been in material compliance with all Environmental Laws; (b) there are no material Legal Proceedings nor any material demand, claim, hearing, notice of violation, request for information or demand letter pending or, to Seller's knowledge, threatened against Seller with respect to the Business or the Acquired Assets and/or relating in any way to or based upon any Environmental Laws; (c) to Seller's knowledge, there are no past or present events, conditions, circumstances, activities, practices, incidents, actions, omissions or plans of or affecting Seller in respect of the Business or the Acquired Assets that would reasonably be expected to (i) interfere with or prevent compliance in all material respects with all Environmental Laws or (ii) give rise to any liability under Environmental Laws, including but not limited to liability under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, or similar state, municipal, county, local, foreign or other Laws, or that otherwise would reasonably be expected to form the basis of any Legal Proceeding, notice of violation, study or investigation, based on or related to Seller's manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Materials or Waste; (d) to Seller's knowledge, there are no pending or threatened requests, applications or proceedings to alter or restrict the zoning or other use restrictions applicable to the Leased Real Property or the Acquired Assets based upon any applicable Environmental Laws, and to Seller's knowledge there are no deed restrictions, or agreements with the Government or third parties regarding the use of the Leased Real Property or the Acquired Assets based upon any applicable Environmental Laws; (e) Seller has received no material notice from any municipal, state, federal or other governmental authority of zoning, building, fire, water, use, health, or environmental statute, law, regulation, rule, standard (including, but not limited to, the official Mexican standards (*Normas Oficiales Mexicanas*)), ordinance, code or regulatory violations issued to Seller in respect of the Business or Acquired Assets which have not been heretofore corrected, and to the Knowledge of Seller no such violations exist; (f) Seller has not been advised of and, to Seller's knowledge, is not aware of any plan, study or effort by any Government or authority which would materially adversely affect the present use or zoning of the Leased Real Property; (g) true, correct and complete copies of all environmental studies in the possession or reasonable control of Seller relating to the Leased Real Property have been made available to Buyer; (h) to the knowledge of Seller, (i) no portion of any of the Leased Real Property has been used as a landfill or for the disposal or landfilling of Hazardous Materials or Waste, (i) no transformers or capacitors containing polychlorinated biphenyls (PCBs) have ever been present on any of the Leased Real Property, and (iii) no underground storage tanks have been present on any of the Leased Real Property.

4.17. Payments to Vendors and Suppliers. With respect to parties to Assigned Contracts, there are no past due amounts owing to vendors or suppliers related to trade payables for goods or services provided to Seller or any Affiliate after the Petition Date under the Assigned Contracts other than those which will be paid by Seller in the ordinary course of business or for which Seller shall reimburse Buyer pursuant to Section 1.6.

**ARTICLE 5**  
**REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Seller that:

5.1. Corporate Organization. Each Buyer is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation or organization, and has all requisite power and authority to own its properties and assets and to conduct its business as now conducted.

5.2. Authorization and Validity. Buyer has all requisite power and authority to enter into this Agreement and to carry out its obligations hereunder (including the Virtual Customs Transfer). The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder has been duly authorized by all necessary action by the member of Buyer, and no other proceedings on the part of Buyer are necessary to authorize such execution, delivery and performance. This Agreement has been duly executed by Buyer and constitutes its valid and binding obligation, enforceable against it in accordance with the terms herein, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at Law or in equity).

5.3. No Conflict or Violation. The execution, delivery and performance by Buyer of this Agreement does not violate or conflict with any provision of the Organizational Documents of Buyer and do not and will not violate any provision of Law, or any Order applicable to Buyer, nor, to Buyer's knowledge, will they result in a breach of or constitute (with due notice or lapse of time or both) a default under any material Contract to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject.

5.4. Consents, Approvals and Notifications. The execution, delivery and performance of this Agreement by Buyer does not require the Consent of, or filing with or notification of, any Government or any other Person except: (a) for entry of the Sale Order by the Bankruptcy Court; or (b) for such Consents and filings, the failure to obtain or make would not reasonably be expected to have a material adverse effect on the ability of Buyer to consummate the transactions contemplated hereby.

5.5. Availability of Funds; Financing. Buyer has, and shall have at all times through the Closing, sufficient cash, available lines of credit or immediately available funds necessary to pay the Estimated Cash Purchase Price and perform its other obligations hereunder and to pay all of its fees and expenses incurred in connection with the transactions contemplated hereby. Buyer affirms that it is not a condition to the Closing or to any of its other obligations under this Agreement that Buyer obtain financing for or related to any of the transactions contemplated hereby.

5.6. Adequate Assurances Regarding Assigned Contracts and Assumed Liabilities. Buyer is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts and the related Assumed Liabilities.

## ARTICLE 6 COVENANTS OF SELLER

6.1. Actions Before Closing. Subject to the terms of this Agreement, Seller shall use commercially reasonable efforts to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the conditions set forth in Article 12). Without limiting the foregoing, Seller shall use commercially reasonable efforts to obtain all necessary material consents, waivers, authorizations and approvals of all Governments, and of all other Persons, required to be obtained by Seller in connection with the execution, delivery and performance by them of this Agreement; provided that, notwithstanding anything to the contrary herein, Seller shall not be required to make any expenditure or incur any liability or obligation in connection with the requirements of this Article 6.

6.2. Conduct of Business Before the Closing Date. Seller covenants and agrees that, during the period from the date hereof until the Closing Date, except as contemplated by this Agreement or as required by Law or as otherwise required or restricted pursuant to an Order of the Bankruptcy Court, or unless Buyer shall otherwise consent in writing (such consent not to be unreasonably withheld, conditioned or delayed), (a) the Business shall be conducted in the ordinary course of business, (b) Seller shall use its commercially reasonable efforts to preserve its present relationships with suppliers, customers and employees, liaisons, licensees, distributors, wholesalers, franchisees and other Persons with which it has significant business relations or are otherwise material to the Business, (c) Seller shall comply in all material respects with applicable Laws significantly affecting the Business, including without limitation the compliance with, maintenance of, and/or procurement of all material Permits relating to the Business or the Sale Plants, and (d) Seller shall use its commercially reasonable efforts to preserve and maintain, in all material respects, the Acquired Assets in the condition in which they existed on the date hereof, ordinary wear and tear excepted, other than assets no longer used or useful in Business.

6.3. Access to Properties and Records; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access during normal business hours throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 13) to all Business Records of Seller relating to the Business if (w) permitted under Law (x) such books and records are not subject to confidentiality agreements, (y) disclosing such books and records would not adversely affect any attorney client privilege, work product or similar privilege and (z) such books and records do not relate to any confidential proprietary models or other information of Seller or any of its Affiliates (other than any such models or information relating exclusively to the Business). Upon reasonable prior notice, Seller shall also afford Buyer reasonable access, during normal business hours, to the Business, all operations of the Business and to all Acquired Assets throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 13). The rights of access contained in this Section 6.3 are granted subject to, and on, the following terms and conditions: (A) unless otherwise agreed by the parties in writing, any such investigation shall not include physical testing or sampling, and shall be exercised in such a manner as not to interfere unreasonably with the operation of the Business; (B) during the period from the date hereof to the Closing Date, all information provided to Buyer or its agents or representatives by or on behalf of Seller or their agents or representatives (whether pursuant to this Section 6.3 or

otherwise) shall be governed by and subject to the Confidentiality Agreement, dated as of November 12, 2009, by and between Johnson Controls, Inc. and Visteon (the "Confidentiality Agreement"); (C) such rights of access shall not affect or modify the conditions set forth in Article 12 in any way; (D) all such rights of access shall be at Buyer's sole cost, expense and risk; and Buyer shall indemnify Seller for any damages, suits, claims, proceedings, fines, judgments, costs or expenses (including attorneys' fees and incidental, consequential or punitive damages) (collectively, "Losses") that Seller or any third party may suffer as a result of Buyer's exercise of its rights under this Section 6.3; and (E) Buyer shall comply with and adhere to all of Seller's safety policies and procedures. Without limiting the foregoing, Buyer and the Buyer's representatives shall contact and communicate with the employees, customers and suppliers of Seller in connection with the transactions contemplated hereby only with the prior written consent of Seller.

6.4. Delayed Assignment and Assumption of Contracts.

(a) Debtor Contracts. Seller shall not reject any Debtor Contracts used in the Business pursuant to the Chapter 11 Case prior to the date that is the earlier of (x) the Closing Date and (y) the termination of this Agreement pursuant to Article 13 (such date, the "Delayed Contract Assignment Date") without the prior written consent of Buyer. Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that Buyer shall have the right to review and analyze those Debtor Contracts related to the Business which were not Assigned Contracts under this Agreement until the Delayed Contract Assignment Date and Seller shall continue to maintain and administer such Debtor Contracts related to the Business. Until the Delayed Contract Assignment Date and in accordance with the Assignment Procedures set forth in the Sale Order, Buyer shall have the right to designate which Debtor Contracts used in the Business (in addition to the Assigned Contracts) shall be assumed by Seller and assigned to Buyer and thereby deemed to be Assigned Contracts for purposes of this Agreement.

(b) Mexican Contracts. Prior to April 15, 2010, Seller shall use commercially reasonable efforts to deliver to Buyer the Contracts listed on Schedule 6.4(b) as to which Carplastic is a party and which were not delivered to Buyer as of the date hereof ("Delayed Mexican Contracts"). Following Seller's delivery of the Delayed Mexican Contracts to Buyer, Buyer shall have the right to review and analyze such Delayed Mexican Contracts for a period of two (2) Business Days and shall notify Seller in writing which of such Delayed Mexican Contracts Buyer desires to be assigned to Buyer ("Buyer Mexican Contracts"). Any Buyer Mexican Contract that is primarily related to the Business shall be deemed to be added to Schedule 1.1(e), and shall become an Assigned Contract. With respect to any Buyer Mexican Contract not primarily related to the Business, Carplastic shall cooperate with Mexico Buyer in any reasonable arrangement requested by Mexico Buyer that is designed to provide Mexico Buyer with the benefits and obligations related to the Business under such Buyer Mexican Contracts, in accordance with the same terms under Section 1.5 that are applicable to an Assigned Contract for which a required consent cannot be obtained.



6.5. Inventory Count. No earlier than ten (10) days prior to the Closing Date, Seller and Buyer shall conduct and complete a customary physical count of the Inventory located at the Business' Sale Plants for purposes of calculating the Estimated Inventory Amount and the Inventory Amount.

6.6. Notices. During the period commencing upon the execution and delivery of this Agreement by all of the parties hereto and terminating upon the termination of this Agreement pursuant to and in accordance with Section 13.2, Seller shall promptly notify Buyer of any event, condition, fact or circumstance that would be reasonably likely to make the timely satisfaction of any of the conditions set forth in Section 12.3 impossible. Prior to the Closing, Seller may supplement or amend the Disclosure Schedules if Seller becomes aware of any matter heretofore existing or hereafter arising which, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in such Disclosure Schedules or that is otherwise necessary to correct any information in such Disclosure Schedules that has been rendered inaccurate thereby. For purposes of determining the accuracy of the representations and warranties of Seller contained in Article IV and for purposes of determining satisfaction of the conditions set forth in Section 12.3, the Disclosure Schedules delivered by Seller shall be deemed to include only that information contained therein on the date of this Agreement and shall be deemed to exclude any information contained in any subsequent supplement or amendment thereto; provided, however, that in the event the parties shall consummate the Closing of the transactions contemplated hereby, the Disclosure Schedules shall be deemed to be amended to include all such supplements and amendments.

6.7. Assignment of Certain Ancillary Agreements. So long as Seller has any continuing obligations under the Transition Services Agreement or any other Ancillary Agreement, Seller shall assign (or cause the assignment of) the Transition Services Agreement and such other Ancillary Agreements after Closing to any entity that purchases all or substantially all of the assets of Seller or of Visteon.

6.8. Payments to Vendors or Suppliers. Seller shall pay as and when due, in the ordinary course of business, the outstanding or unpaid amounts due to vendors or suppliers related to trade payables for goods or services provided to Seller or any Affiliate pursuant to an Assigned Contract accruing after the Petition Date and prior to the Closing.

6.9. Lease Payments. In accordance with the terms and conditions of that certain Agreement dated December 8, 2009 by and between VCRAM and Oakland Park, L.L.C. IX (as may be amended or modified by the parties thereto, whether before or after the date hereof, the "Landlord Agreement") Sellers shall promptly pay when due all amounts required to be paid by Sellers pursuant to the Landlord Agreement in connection with the "Litigation" (as defined in the Landlord Agreement).

6.10. Intellectual Property. Seller covenants not to assert any Intellectual Property claims (excluding claims related to Seller's trademarks or trade names) against Buyer based upon Buyer's manufacturing of Component Parts solely for Chrysler and under Chrysler's "have made rights" that were granted as part of the "License" to "Intellectual Property" (as those terms are defined and as set forth in Section 4.5 of the Accommodation Agreement (including any amendments thereto)).

6.11. Set-Up of Information Technology Environment Seller shall provide Buyer with five hundred and sixty (560) hours of set-up services to create an environment to host Buyer within Seller's Informational Technology environment at no additional cost. The provision of such services and the calculation of the aggregate time spent in providing such services shall be effective as of the date hereof. In the event that Seller's performance of such services exceeds the aggregate of five hundred and sixty (560) hours, Seller shall be compensated for any such additional time performing the set-up services at a rate of \$85.00 per hour (the "Supplemental Set-up Fees"). Seller shall provide Buyer reasonable advance notice prior to the accrual of any Supplemental Set-up Fees under this Agreement and provide Buyer reasonable assistance in the mitigation of such Supplemental Set-up Fees.

## ARTICLE 7 COVENANTS OF BUYER

7.1. Actions Before Closing Date. Subject to the terms of this Agreement, Buyer shall, and shall cause its Affiliates to, use commercially reasonable efforts to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the conditions set forth in Article 12).

7.2. Consents, Approvals and Notifications. Buyer shall use all commercially reasonable efforts to obtain all consents and approvals of all Governments, and all other Persons, required to be obtained by Buyer and provide notifications to all Persons required to be notified by Buyer to effect the transactions contemplated by this Agreement. Buyer shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order, including furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making Buyer's employees and representatives available to testify before the Bankruptcy Court.

7.3. Adequate Assurances Regarding Assigned Contracts.

(a) With respect to each Assigned Contract, to the extent requested by the Bankruptcy Court or reasonably requested by Seller or by the counterparty to such Contract, Buyer shall provide the Bankruptcy Court, Seller or such counterparty, as the case may be, adequate assurance of the future performance of such Assigned Contract by Buyer.

(b) Buyer shall, at its sole cost, cure any and all defaults under the Assigned Contracts that are required to be cured under the Bankruptcy Code.

7.4. Support Obligations.

(a) Buyer acknowledges that Seller or one of its Affiliates has provided a credit support pursuant to a guaranty with respect to each of the Real Estate Leases as set forth on Schedule 7.4(a) (collectively, the "Support Obligations").

(b) Prior to the Closing, Buyer shall use its commercially reasonable efforts to cause the beneficiary or beneficiaries of the Support Obligations to terminate and redeliver to Seller, prior to the Closing, each original copy of each original guaranty or

other instrument constituting or evidencing such Support Obligations and evidence of the termination of each Support Obligation as of the Closing.

7.5. Availability of Business Records. After the Closing Date, Buyer shall provide to Seller and Related Persons (after reasonable notice and during normal business hours and without charge to Seller) access to Business Records for periods prior to the Closing and shall preserve such Business Records until the later of (a) five (5) years after the Closing Date, (b) ten (10) years after the Closing Date relating exclusively to Carplastic when it applies carryforward tax losses or (c) with respect to all government contract information, records or documents, the required retention period. Such access shall include access to any information in electronic form to the extent reasonably available, and such access shall only be provided to the extent (i) permitted under Law and (ii) disclosing such books and records would not adversely affect any attorney client privilege, work product or similar privilege. The rights of access contained in this Section 7.4 are granted subject to, and on, the following terms and conditions: (A) any such investigation shall be exercised in such a manner as not to interfere unreasonably with the operation of the Buyer's business; and (B) all such rights of access shall be at Seller's sole cost, expense (with respect to any out-of-pocket costs or expenses incurred by Buyer) and risk. Buyer acknowledges that Seller has the right to retain originals or copies of Business Records for periods prior to the Closing. With respect to any litigation and claims that are Excluded Liabilities, at Seller's sole cost and expense, Buyer shall render all reasonable assistance that Seller may request in defending such litigation or claim and shall make available to Seller's personnel most knowledgeable about the matter in question. If after the Closing, Buyer (or any Affiliate or creditor of Buyer) shall receive any payment or revenue that belongs to Seller pursuant to this Agreement, Buyer shall promptly remit or caused to be remitted the same to Seller, without set-off or deduction of any kind or nature. In addition to the foregoing, for a period of fifteen (15) days following the Closing Date, the controller at each Sale Plant will lend reasonable assistance to Seller with closing out Seller's books and records.

7.6. Visteon Marks; Supplies. The Visteon Marks may appear on some of the Acquired Assets, including on signage. Buyer acknowledges and agrees that it does not have and, upon consummation of the transactions contemplated by this Agreement, will not have, any right, title, interest, license or other right to use the Visteon Marks. Buyer will within fifteen (15) Business Days after the Closing Date remove the Visteon Marks from, or cover or conceal the Visteon Marks on, the Acquired Assets, or otherwise refrain from the use and display of the Acquired Assets on which the Visteon Marks are affixed. Buyer shall not use stationery, purchase order forms or other similar paper goods or supplies (collectively, the "Supplies"), that state or otherwise indicate thereon that the Business is a division or unit of Visteon or Seller more than fifteen (15) Business Days after the Closing Date without first crossing out or marking over such statement or indication or otherwise clearly indicating on such Supplies that the Business is no longer a division or unit of Visteon or Seller. Buyer shall not reorder any Supplies which state or otherwise indicate thereon that the Business is a division or unit of Visteon or Seller.

7.7. Notices. During the period commencing upon the execution and delivery of this Agreement by all of the parties hereto and terminating upon the termination of this Agreement pursuant to and in accordance with Section 13.2, Buyer shall promptly notify Seller of any event, condition, fact or circumstance that would be reasonably likely to make the timely satisfaction of



any of the conditions set forth in Section 12.3 impossible. In the event that Seller does not terminate this Agreement within five (5) Business Days following delivery of such notification, such notification shall be deemed to supplement and amend the Disclosure Schedule for the purpose of (i) determining the accuracy of any of the representations and warranties made by Seller in this Agreement, and (ii) determining whether any of the conditions set forth in Section 12.3 have been satisfied.

7.8. Specified Component Parts Sourcing. At the Closing, Buyer shall issue to Carplastic purchase orders for the component parts described on Schedule 7.8 hereto on the terms and conditions (including pricing) set forth on Schedule 7.8.

**BANKRUPTCY PROCEDURES**

8.1. Bankruptcy Actions. Seller shall use commercially reasonable efforts to obtain the entry of the Order in the form of Exhibit D hereto (the "Sale Order") on the Bankruptcy Court's docket. In furtherance of the foregoing, Seller shall file all pleadings with the Bankruptcy Court as are necessary or appropriate to secure entry of the Sale Order and shall serve all parties entitled to notice of such pleadings under applicable provisions of the Bankruptcy Code and Rules, including all parties to the Assigned Contracts and any Government having or asserting jurisdiction over Seller or the Acquired Assets. Buyer shall cooperate with Seller in connection with furnishing information or documents to satisfy the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code and to demonstrate a finding that Buyer is a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code.

## **ARTICLE 9**

### **EMPLOYEE AND BENEFITS MATTERS**

9.1. Mexican Employment Matters. Seller and Buyer agree that Mexico Buyer will become the employer, as of the Closing, of the workers and employees (collectively, the "Mexican Transferred Employees") currently employed by Carplastic at the Mexico Sale Plant and listed on Schedule 9.1 attached hereto (such schedule to be updated within two (2) Business Days prior to Closing to account for any workforce changes at the Mexico Sale Plant), and will do so by carrying out an "employer substitution" as provided for in the Mexican Federal Labor Law and Social Security Law and pursuant to the Employer Substitution Agreement in the form attached hereto as Exhibit E (the "Employer Substitution Agreement"). Accordingly, following the Closing, Mexico Buyer will maintain the same exact labor conditions and recognize the seniority of all such Mexican Transferred Employees and agrees to pay such employees upon the same basis as the salaries, fringe benefits or other compensation which the Mexican Transferred Employees received as of immediately prior to the Closing. The parties shall jointly prepare logistics for the announcement of the employer substitution to Carplastic's current personnel. Prior to the Closing, Carplastic agrees to inform Mexico Buyer of any employment related conflict and to reasonably communicate with the Mexican Transferred Employees in an effort to preclude any labor unrest and take commercially reasonable steps to support a peaceful labor environment prior to Closing.

9.2. IMSS and INFONAVIT Assumption of Social Security Liabilities. As a result of the employer substitution, on or after the Closing, Mexico Buyer shall assume all of Carplastic's

inherent obligations before the Mexican Social Security Institute ("IMSS") and Mexican Housing Fund ("Infonavit") (but shall not have the obligation to assume Carplastic's employer registration numbers) in respect of any Mexican Transferred Employees. Notwithstanding anything herein to the contrary, Carplastic shall be exclusively responsible for (a) a term of one year following the Closing Date for such obligations and/or liabilities with IMSS that arose prior to the Closing and (b) the statutory two (2) year period following the Closing Date for such obligations and/or liabilities with Infonavit that arose prior to the Closing. If any such liabilities (i) due to such Mexico Transferred Employee for services rendered prior to the date of this Agreement, and/or (ii) due to the IMSS prior to the date of this Agreement, are not paid by Carplastic, Carplastic agrees that, during the one (1) year and two (2) year periods following the Closing Date, as applicable, Carplastic will either (x) pay the applicable and due amounts of any such liabilities directly to IMSS and/or Infonavit; or (y) deliver to Mexico Buyer all amounts necessary to make such payments so that Mexico Buyer may (and Mexico Buyer shall) pay the same on the next succeeding payment date. Carplastic shall also be responsible under the same terms and conditions for a term of one (1) year following the Closing Date for such obligations and/or liabilities that arose prior to the Closing in regards to incomplete or omitted tax and retirement fund withholdings in respect of Mexican Transferred Employees.

9.3. Mexican Assistance and Cooperation. Carplastic and Mexico Buyer agree to provide each other information and assistance and execute such documents as are reasonably necessary and required by applicable Mexican law related to the employer substitution, including, but not limited to, agreements with the Union, in the form attached hereto as Exhibit F, and notice to the Union, in the form attached hereto as Exhibit G, and notices of employer substitution, in the form attached hereto as Exhibit H, to each employee set forth on Schedule 9.1, as well as notices to the IMSS, National Housing Fund for Workers Institute and any other Governmental agency, within the time periods established by applicable Mexican law.

9.4. Mexican Collective Bargaining Agreements. Mexico Buyer agrees to assume and perform fully all rights, duties and obligations of Carplastic with regard to the Collective Bargaining Agreements on and after the Closing.

9.5. Mexican Retained Liabilities. Carplastic and Mexico Buyer acknowledge that under Applicable Law they will be jointly liable for Joint Employment Liabilities for six (6) months following the Closing (the "Joint Liability Period"); provided that, during the Joint Liability Period, Carplastic shall indemnify Mexico Buyer for Joint Employment Liabilities arising prior to the Closing. Carplastic shall satisfy, or cause its insurance carriers to satisfy, all claims for benefits, whether insured or otherwise (including workers' compensation, life insurance, medical and disability programs), under any Employee Benefit Plan brought by, or in respect of, the Mexican Transferred Employees, which claims arise out of events occurring on or prior to the Closing, in accordance with the terms and conditions of such programs or applicable Laws or orders without interruption as a result of the employment by Buyer of any such employees as of the Closing.

9.6. U.S. Employment Matters. All U.S. Employees of Seller identified in Schedule 4.13 who are in active employment status as of the Closing (collectively, the "Active Offer Employees") shall cease their employment status with Seller as of the Closing. Simultaneously therewith Buyer may offer employment to such Active Offer Employees on such terms and

conditions as Buyer may determine in its sole discretion, except as may otherwise be required by applicable Law or as may otherwise be required hereunder. For purposes of this Section 9.7, the term "active employment status" includes any individual not actively at work due to illness, short-term disability or sick leave, authorized leave of absence, layoff for lack of work or service in the Armed Forces of the United States but does not include any individual not actively at work due to retirement, resignation, permanent dismissal or long-term disability. Those Active Offer Employees who accept such offers of employment and become employees of Buyer are referred to herein as "Transferred Employees." In addition, Buyer will extend an employment offer to any employees of Seller identified in Schedule 4.13 who are not Active Offer Employees in accordance with the foregoing provisions of this Section 9.7 (collectively, the "Non-Active Employees") but who have a right to return to employment under the applicable policies of Seller or pursuant to any applicable Law or order at the time such employees are eligible to return to work. Buyer may, but will not be required to, extend an offer of employment to Non-Active Employees who have no right to return to employment under this Agreement or applicable Law. If any Non-Active Employee is employed by Buyer pursuant to the preceding sentence, then such Non-Active Employee shall become a Transferred Employee as of the date of such employment. Notwithstanding any of the foregoing, on the Closing Date, Buyer shall offer employment effective as of the Closing to all U.S. Employees covered by a Collective Bargaining Agreement ("U.S. Union Employees") on terms and conditions as required by such Collective Bargaining Agreement. Upon acceptance of such offer of employment, each U.S. Union Employee shall become a Transferred Employee. Buyer shall provide each Transferred Employee who is not a U.S. Union Employee (collectively, the "Non-Union Transferred Employees") with employee benefits that are the same as provided to other similarly situated employees of Buyer, including a group health plan. Buyer shall cause its employee benefit plans to recognize each Non-Union Transferred Employee's service with Seller and its Affiliates for purposes of eligibility, vesting, and determining the amount of benefits to the extent such service was recognized under an analogous Employee Benefit Plan at the Closing Date and no duplication of benefits would result. No waiting period or exclusion from coverage of any pre-existing condition shall apply to any Non-Union Transferred Employee (or his or her spouse or dependents) under any of Buyer's employee benefit plans, except to the extent such waiting period or exclusion was otherwise applicable to such person under the corresponding Employee Benefit Plan immediately prior to the Closing Date.

9.7. Retained Responsibilities. Seller shall retain all liabilities and responsibilities under the Employee Benefit Plans, including with respect to the payment of claims for benefits incurred thereunder, in accordance with the terms and conditions of such Employee Benefit Plans or applicable Laws.

9.8. Transfer of Assets and Liabilities from Employee Benefit Plans. No assets or accrued benefit liabilities from any Employee Benefit Plan shall be transferred to Buyer or any employee benefit plan established or maintained by Buyer.

9.9. Collective Bargaining Agreements. Buyer agrees to assume and perform fully all rights, duties and obligations of VCRAM with regard to the Collective Bargaining Agreements on and after the Closing and to indemnify and hold harmless Sellers from and against any claims made by any Transferred Employee or collective bargaining representative on or after the Closing which arise out of or relate to the VCRAM Collective Bargaining Agreements, except

for claims that arise out of or relate to the acts or omissions of Seller occurring prior to the Closing.

9.10. Severance. Buyer shall be solely responsible for, and shall pay or cause to be paid, severance payments and other employment termination benefits, if any, to Transferred Employees who become entitled to such payments or benefits by reason of any events occurring on or after the Closing (except for those benefits that arise under any Employee Benefit Plan that does not constitute an Assumed Liability). If any action on the part of Seller prior to the Closing, or if the sale to Buyer of the Acquired Assets pursuant to this Agreement or the transactions contemplated hereby shall directly or indirectly result in any liability (other than an Assumed Liability) (i) for severance payments or other employment termination benefits or (ii) by virtue of any "plant closing" or other Law, then such liability shall be the sole responsibility of Seller; provided, that the apportionment of such liability between Seller and Chrysler shall be governed by the Accommodation Agreement.

9.11. WARN Act Obligations. After the Closing, Buyer shall be responsible for performing and discharging all requirements applicable to Buyer under the WARN Act and under applicable state and local laws and regulations for the notification of its employees with respect to the Acquired Assets and the Business. The parties hereto shall provide one another with all assistance reasonably requested by each party to ensure that the parties can comply with their respective notification requirements of the WARN Act, including assistance with the provision of such notices to employees prior to Closing. Provided that on or before Closing Seller has provided Buyer with accurate list of employee layoffs, by date and location, implemented by the Business in the 90-day period preceding the Closing, Buyer agrees to indemnify Seller and its Affiliates and their respective directors, officers, employees, consultants and agents for, and to hold them harmless from and against, any and all Losses arising or resulting, or alleged to arise or result from obligations or liabilities arising under the WARN Act, based in whole or in part on the actions or omissions of Buyer on or after the Closing, with respect to any Transferred Employees or to any employees not offered employment by Buyer. Seller agrees to indemnify Buyer and its Affiliates and their respective directors, officers, employees, consultants and agents for, and to hold them harmless from and against, any and all Losses arising or resulting, or alleged to arise or result from any obligations or liabilities arising under the WARN Act, based solely on the actions or omissions of Seller prior to the Closing, with respect to any employees of the Business (including but not limited to Transferred Employees).

9.12. COBRA Obligations. Seller shall be responsible for satisfying all COBRA obligations under any of its Employee Benefit Plans that is a group health plan for any "qualified beneficiary" (as defined in Section 4980B(g)(1) of the Code and Section 607(3) of ERISA) who elects such coverage and pays the required premiums for such coverage.

9.13. Employment Matters. Seller shall retain all liabilities relating to or arising out of any action by, or practice of, Seller or any of its Affiliates in connection with the employment prior to the Closing or the termination of employment prior to the Closing of any person employed or seeking employment by Seller in the Business. Seller shall not oppose any effort by Buyer to defend itself against, or to otherwise avoid, any such Seller liabilities in connection with any claim, action or proceeding. Buyer shall be responsible for all liabilities relating to or

arising out of any action by, or practice of Buyer or any of its Affiliates in connection with the employment on or after the Closing or the termination of employment on or after the Closing of any person employed or seeking employment by Buyer in the Business. Buyer shall not oppose any effort by Seller to defend itself against, or to otherwise avoid, any such Buyer liabilities in any claim, action or proceeding. For purposes of this Section 9.13, "liabilities" shall include, without limitation, liabilities based upon a breach of employment or labor contract, employment discrimination, wrongful termination, wage and hour or health and safety requirements, workers' compensation, constructive termination, ERISA, the WARN Act, or the National Labor Relations Act, as amended, or any equivalent state, municipal, county, local, foregoing or other Law.

## **ARTICLE 10**

### **REGULATORY AND CUSTOMS MATTERS**

10.1. Governmental Approvals. Between the date hereof and the Closing Date, Buyer and Seller will (a) use their commercially reasonable efforts to obtain, as promptly as practicable (and, in any event, before the Closing Date), all Permits and Regulatory Approvals required to consummate the transactions contemplated hereby and to make the required filings and declarations with all such Governments required to consummate the transactions contemplated hereby as promptly as practicable after the date hereof, (b) provide such information and communications to such Governments as they may reasonably request in connection with the foregoing, (c) reasonably cooperate with Seller in obtaining or making, as soon as practicable, any Permits or Regulatory Approvals required of Seller to consummate the transactions contemplated hereby and (d) use their commercially reasonable efforts to take or cause to be taken the actions and or cause to be done the things necessary, proper and advisable to fulfill or obtain the fulfillment of the conditions set forth in Article 12 that are under the control or influence of such party.

10.2. Customs Compliance.

(a) Customs Due Diligence. In order to identify the legal status of the Acquired Assets, Buyer and Seller shall allocate the resources reasonably necessary and shall cooperate in good faith to jointly perform and complete a physical inventory of the Acquired Assets located in Mexico within fifteen (15) days after the date of the Agreement (hereinafter, the "Customs Due Diligence"). The scope of the Customs Due Diligence will be limited to assets with a replacement value equal to or higher than \$5,000.00 U.S. Dollars. Based on the Customs Due Diligence, the parties shall determine the following with respect to such Acquired Assets:

(i) Acquired Assets that may not have the corresponding documentation, or there are significant errors or omissions within this documentation, which has the purpose of proving, its proper importation into Mexico, or to evidence its acquisition from a Mexican supplier (the "Undocumented Assets");



(ii) Acquired Assets with proper import documentation evidencing their legal stay in Mexico, or with proper Mexican sales invoice documenting the acquisition from a Mexican supplier; and/or

(iii) List of assets that shall not be deemed as part of the Acquired Assets, either because of being part of the Excluded Assets or because they are not physically located at the Mexico Sale Plant at the time of the Customs Due Diligence.

In no event shall either party deliver notice or make any type of communication or action with respect to the legal status of the Acquired Assets to any other person or entity, including any Governmental agency, body or authority, without the prior written consent of the other party, unless (x) the delivery of such information is made by a party hereto as a result of an official Government inquiry or (y) the action, notice, or delivery is made by the Seller with the purpose of preventing any Acquired Asset from being an Undocumented Asset at any time prior to its Virtual Customs Transfer.

(b) Customs Legalization. Prior to Closing, to the extent that Buyer and Seller have identified one or more Undocumented Assets, Carplastic shall, at Buyer's sole cost and expense, take reasonable steps to bring such Undocumented Asset or Undocumented Assets into conformity with Mexican Law by any legal means, including payment, at Buyer's sole cost, of any applicable costs and expenses (such process herein referred to as "Legalization"). Legalization shall include, but is not limited to, the possibility of effecting the permanent importation of any Undocumented Asset, the delivery of notices to any Governmental agency, body, or authority, and the payment of any possible fines and penalties. Carplastic shall not be responsible for the Legalizations of any Undocumented Assets after their Virtual Customs Transfer. Notwithstanding the foregoing, Buyer may elect to carry out the Legalization of the Undocumented Assets, in which case, Buyer shall notify Seller in writing within fifteen (15) days following the conclusion of the Customs Due Diligence, of its intention to carry out the Legalization of such Undocumented Assets. Should the Legalization of the Undocumented Assets be carried out by Buyer, such Legalization may be undertaken by Buyer within thirty (30) days after the Closing Date.

Notwithstanding the foregoing, the parties hereby agree that Seller shall use commercially reasonable efforts to minimize legal obligations to pay Taxes and duties in connection with the aforementioned Legalization.

(c) Mexican IMMEX or Maquiladora Permits and Customs Transfer. Seller and Carplastic shall (a) execute and deliver to Mexico Buyer any and all documents necessary for Mexico Buyer to obtain from the Ministry of Economy of Mexico its independent IMMEX or maquila program as well as to obtain from the Mexican Customs Authorities the information and registrations required to conduct the Virtual Customs Transfer of the Acquired Assets located in Mexico and (b) cooperate and collaborate with and assist Mexico Buyer to complete the Virtual Customs Transfer of substantially all of the Acquired Assets located in Mexico under the temporary importation customs regime, including the transfer all of the Acquired Assets critical to the operation of the Business

from Carplastic's IMMEX or maquila program to the IMMEX or maquila program to be secured by Mexico Buyer. Notwithstanding the foregoing, Buyer shall pay or reimburse Seller within ten (10) days after payment, all costs and expenses, including Taxes and brokers' fees, that are or may become payable as a result of the Virtual Customs Transfers.

(d) Equipment Located in Mexico under Temporary Importation Customs Regime. The Acquired Assets located in Mexico under temporary importation customs regime (hereinafter the "Maquiladora Assets") shall be transferred, from a customs standpoint, from Carplastic's IMMEX program to Mexico Buyer's IMMEX program (hereinafter the "Virtual Customs Transfer"). For that effect, Buyer and Seller shall reasonably cooperate to cause the Virtual Customs Transfer of the Maquiladora Assets to take place and become legally effective as of the Closing Date. In the event that Buyer and Seller mutually agree that it is commercially infeasible for the Virtual Customs Transfer of any of the Maquiladora Assets to take place and become legally effective as of the Closing Date, such Virtual Customs Transfer for such assets (the "Retained Title Assets") shall take place and become legally effective at 16:00 p.m. Central time on such other date as Buyer and Seller may determine, but in no event later than thirty (30) business days after the date on which the conditions specified below have been satisfied or waived:

- (i) Mexico Buyer is validly existing and has all necessary corporate power and authority to carry out the Virtual Customs Transfer;
- (ii) Mexico Buyer has obtained all Permits required under Mexican Law for the Virtual Customs Transfer; and
- (iii) Seller has delivered to Buyer the information necessary to effect the Virtual Customs Transfer.

The foregoing actions and all Virtual Customs Transfers shall be completed at Buyer's sole cost and expense.

## **ARTICLE 11**

### **TAXES**

11.1. Taxes Related to Purchase of Assets. All state and local sales, use, gross-receipts, transfer, excise, value-added or other similar Taxes in connection with the transfer of the Acquired Assets and the assumption of the Assumed Liabilities (but not including income, flat, franchise or gains Taxes or any other Taxes measured by or with respect to income imposed on Seller or its Affiliates), and all recording and filing fees that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets to the extent not exempt under Section 1146 of the Bankruptcy Code (collectively, "Transaction Taxes"), shall be paid by Buyer on or prior to their due date.

11.2. Allocation of Taxes to Pre-Closing and Post-Closing Periods.

(a) All real and personal property taxes and assessments on the Acquired Assets for any taxable period commencing prior to the Closing (the "Adjustment Date") and ending after the Adjustment Date (a "Straddle Period") shall be prorated between Buyer and Seller as of the close of business on the Adjustment Date based on the best information then available, with (i) Seller being liable for such Taxes attributable to any portion of a Straddle Period ending prior to the Adjustment Date and (ii) Buyer being liable for such Taxes attributable to any portion of a Straddle Period beginning on or after the Adjustment Date. Information available after the Adjustment Date that alters the amount of Taxes due with respect to the Straddle Period will be taken into account and any change in the amount of such Taxes shall be prorated between Buyer and Seller as set forth in the next sentence. All such prorations shall be allocated so that items relating to the portion of a Straddle Period ending prior to the Adjustment Date shall be allocated to Seller based upon the number of days in the Straddle Period prior to the Adjustment Date and items related to the portion of a Straddle Period beginning on or after the Adjustment Date shall be allocated to Buyer based upon the number of days in the Straddle Period from and after the Adjustment Date; provided, however, that the parties shall allocate any real property Tax in accordance with Section 164(d) of the Code. The amount of all such prorations that must be paid in order to convey the Acquired Assets to Buyer free and clear of all Liens other than Permitted Liens shall be calculated and paid on the Closing Date; all other prorations shall be calculated and paid as soon as practicable thereafter.

(b) In all cases not subject to subsection (a), the portion of such Taxes allocable to the period before the Closing shall be computed on the assumption that the taxable period ended as of the Closing.

11.3. Cooperation on Tax Matters. Seller and Buyer shall (and shall cause their respective Affiliates to) cooperate fully with each other and make available or cause to be made available to each other for consultation, inspection and copying (at such other party's expense) in a timely fashion such personnel, Tax data, relevant Tax Returns or portions thereof and filings, files, books, records, documents, financial, technical and operating data, computer records and other information as may be reasonably required (a) for the preparation by such other party of any Tax Returns or (b) in connection with any Tax audit or proceeding including one party (or an Affiliate thereof) to the extent such Tax audit or proceeding relates to or arises from the transactions contemplated by this Agreement.

11.4. Retention of Tax Records. After the Closing Date and until the expiration of all statutes of limitation applicable to Seller's liabilities for Taxes, Buyer shall retain possession of all accounting, business, financial and Tax records and information that (a) relate to the Acquired Assets and are in existence on the Closing Date (to the extent such records are Acquired Assets) and (b) come into existence after the Closing Date but relate to the Acquired Assets before the Closing Date, and Buyer shall give Seller notice and a reasonable opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them during such period. In addition, from and after the Closing Date, Buyer shall provide to Seller and their Related Persons (after reasonable notice and during normal business hours and without charge to Seller) access to the books, records, documents and other information relating to the Acquired Assets as Seller



may reasonably deem necessary to (i) properly prepare for, file, prove, answer, prosecute and defend any Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (ii) administer or complete any cases under chapter 11 of the Bankruptcy Code of or including Seller. Such access shall include access to any computerized information systems that contain data regarding the Acquired Assets.

11.5. Allocation of Final Cash Purchase Price and Final Cash Purchase Price Allocation Forms. The Final Cash Purchase Price, the Assumed Liabilities and other capitalizable costs shall be allocated among the Acquired Assets and among Seller in accordance with Section 1060 of the Code and the Mexican Income Tax Law if applicable. Buyer shall prepare and deliver to Seller an allocation schedule setting forth Buyer's determination of the allocation (the "Allocation Schedule") within 60 days following the Closing Date, which Allocation Schedule shall be subject Seller's review pursuant to Section 2.1(b) and (c). The Allocation Schedule shall identify the transferor and transferee thereof, and shall be prepared in accordance with Treas. Reg. Section 1.1060-1 (or any comparable provision of state or local tax Law) or any successor provision. The parties agree that they will report the federal, state, local and other Tax consequences of the purchase and sale hereunder (including in filings on IRS Form 8594) in a manner consistent with such allocation and that they will not take any position inconsistent therewith in connection with any Tax Return, refund claim, litigation or otherwise, unless and to the extent required to do so pursuant to applicable law. Seller and Buyer shall cooperate in the filing of any forms (including Form 8594) with respect to such allocation. Notwithstanding any other provision of this Agreement, this Section 11.5 shall survive any termination or expiration of this Agreement.

## ARTICLE 12

### CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES

12.1. Conditions Precedent to Performance by Seller and Buyer. The respective obligations of Seller and Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, or waiver in writing by each of Buyer and Seller (other than the condition contained in Section 12.1(a), the satisfaction of which cannot be waived), on or prior to the Closing Date, of the following conditions:

- (a) The Bankruptcy Court shall have granted the Sale Order which shall be in full force and effect and have become a Final Order.
- (b) No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or that prevents the consummation of the transactions contemplated hereby shall be in effect.

12.2. Conditions Precedent to Performance by Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived in writing by Seller in its sole discretion:

- (a) All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects (except that any representation and warranty

that is qualified by materiality shall be true and correct in all respects) on and as of the Closing Date as if again made by Buyer on and as of such date (or, if made as of a specific date, at and as of such date).

(b) Buyer shall have performed in all material respects the material obligations (except with respect to the obligation to pay the Estimated Cash Purchase Price), in accordance with the terms of this Agreement, which obligations shall be performed in all respects as required under this Agreement), and complied in all material respects with the material agreements and covenants, required to be performed by or complied with by it under this Agreement at or prior to the Closing Date.

(c) Buyer shall have delivered, and Seller shall have received, all of the items set forth in Section 3.3 of this Agreement.

(d) Seller shall have received evidence of the termination of the Support Obligations in accordance with Section 7.4.

12.3. Conditions Precedent to the Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived in writing by Buyer in its sole discretion:

(a) The representations and warranties made by Seller in Article 4 of this Agreement shall be true and correct as of the Closing, in each case as though made at and as of such time (or, if made as of a specific date, at and as of such date), except to the extent such failures to be true and correct do not constitute a Material Adverse Effect (determined without regard to any qualifications therein referencing the terms "materiality" or "Material Adverse Effect").

(b) Seller shall have performed in all material respects the obligations, and complied in all material respects with the agreements and covenants, required to be performed by or complied with by it under this Agreement at or prior to the Closing Date.

(c) Seller shall have received and delivered to Buyer executed copies of those third party consents set forth on Schedule 12.3(c).

(d) Seller shall have delivered, and Buyer shall have received, all of the items set forth in Section 3.2 of this Agreement.

## **ARTICLE 13**

### **TERMINATION AND EFFECT OF TERMINATION**

13.1. Right of Termination. Notwithstanding anything to the contrary herein, this Agreement may be terminated prior to the Closing only as provided in this Article 13. In the case of any such termination, the terminating party shall give notice to the other party specifying the provision pursuant to which the Agreement is being terminated.

13.2. Termination.

(a) This Agreement may be terminated at any time prior to the Closing:

(i) by mutual written consent of Seller and Buyer;

(ii) by Buyer, upon a breach of any covenant or agreement by Seller set forth in this Agreement, or if any representation or warranty of Seller shall have been breached or shall have been or become untrue, in each such case that, as a result of such breach or inaccuracy, individually or in the aggregate with all other breaches or inaccuracies of any covenant, agreement, representation and warranty of Seller hereunder, the conditions set forth in Section 12.3 would be incapable of being satisfied by April 30, 2010 (or any later date as such date may be otherwise extended by Buyer) and, to the extent curable, Seller does not cure such breach within ten (10) days following notification thereof by Buyer;

(iii) by Seller, upon a breach of any covenant or agreement on the part of Buyer set forth in this Agreement, or if any representation or warranty of Buyer shall have been breached or shall have been or become untrue in each such case such that, as a result of such breach or inaccuracy, individually or in the aggregate with all other breaches or inaccuracies of any covenant, agreement, representation and warranty of Buyer hereunder, the conditions set forth in Section 12.2 would be incapable of being satisfied by April 30, 2010 (or any later date as such date may be otherwise extended by Seller) and, other than with respect to a breach of Buyer's obligations under Sections 3.1 or 3.3 (for which no such cure period shall apply), to the extent curable, Buyer does not cure such breach within ten (10) days following notification thereof by Seller;

(iv) by either Buyer or Seller, if the Closing shall not have occurred by April 30, 2010 (or any later date as such date may be otherwise extended by Buyer and Seller as mutually agreed); provided, however, the right to terminate this Agreement under Sections 13.2(a)(ii), (iii) or (iv) shall not be available to any party whose breach of its representations and warranties in this Agreement or whose failure to perform any of its covenants and agreements under this Agreement shall have substantially contributed to, or resulted in, the failure of Closing to occur; or

(v) by either Buyer or Seller, immediately upon an Order becoming final and non-appealable that declares this Agreement invalid or unenforceable in any material respect or that prevents the consummation of the transactions contemplated hereby (a "Termination Order"); provided, however, that neither Seller nor Buyer shall have the right to terminate this Agreement pursuant to this Section 13.2(a)(v) if such party or any of its Affiliates has sought entry of, or has failed to use all commercially reasonable efforts to oppose entry of, such Termination Order.

(b) If this Agreement is terminated pursuant to Section 13.2(a), (i) this Agreement shall become null and void and have no further force or effect (other than this Article 13, Article 14 and Article 15, which shall survive termination) and (ii) none of

Seller, Buyer or any of their respective Related Persons shall have any liability or obligation arising under or in connection with this Agreement.

## ARTICLE 14 MISCELLANEOUS

14.1. Successors and Assigns. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto, and any such attempted assignment without such prior written consent shall be void and of no force and effect. Notwithstanding the foregoing, the Buyer shall be permitted to assign, in whole or in part, its right to purchase the Acquired Assets, or to transfer this Agreement to one or more Affiliates of Buyer. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

14.2. Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Michigan (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code; provided that, the validity and enforceability of all conveyance documents or instruments executed and delivered pursuant to this Agreement insofar as they affect title to real property shall be governed by and construed in accordance with the Laws of the jurisdiction in which such property is located. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, any legal action or proceeding with respect to this Agreement or the transactions contemplated hereby may be brought in any court of the State of Michigan having jurisdiction thereof or in the United States District Court for the Eastern District of Michigan, and by execution and delivery of this Agreement, each of the Parties consents to the non-exclusive jurisdiction of those courts. Each of the Parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or the transactions contemplated hereby.

14.3. Further Assurances. Upon the request of any party hereto and at the sole expense of the requesting party, at any time after the Closing Date, each party hereto shall execute and deliver such documents as any other party hereto or its counsel may reasonably request to effectuate the purposes of this Agreement. With twenty (20) days following the Closing, Seller shall deliver when applicable to Buyer one or more fiscal invoices (facturas), in a form that is in compliance with Mexican Law, relating to the Acquired Assets being conveyed by Seller.

14.4. Warranties Exclusive.

(a) Buyer acknowledges and agrees that neither Seller nor any of its Affiliates or representatives, nor any Related Person or any other Person acting on behalf of Seller any of its Affiliates or representatives has made any (and Buyer and its Affiliates have not relied on any) representation or warranty, express or implied, as to the accuracy or

completeness of any information regarding any of the Acquired Assets or Assumed Liabilities or the Business, except as expressly set forth in this Agreement or as and to the extent required by this Agreement to be set forth in the Disclosure Schedule. Buyer further agrees that neither Seller nor any of its Affiliates or Related Persons or representatives will have or be subject to any liability to Buyer or any of its Affiliates or any other Person on any basis (including in contract or tort, under securities Laws or otherwise) resulting from the distribution to Buyer, or Buyer's use of, any such information and any information, document or material made available to Buyer or its Affiliates or representatives in expectation of the transactions contemplated by this Agreement in any "data rooms" or online "data sites," management presentations, functional "break-out" discussions, responses to questions submitted on their behalf of or in any other form.

(b) Buyer acknowledges and agrees that except for the representations and warranties of Seller expressly set forth in Article 4 hereof (which are subject to the limitations and restrictions contained in this Agreement), the Acquired Assets are being acquired AS IS WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE OR OTHER EXPRESSED OR IMPLIED WARRANTY.

(c) In connection with Buyer's investigation of Seller, Buyer has received from or on behalf of Seller certain projections, including projected statements of operating revenues and income from operations of the Business and certain business plan information of the Business. Buyer acknowledges that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that Buyer is familiar with such uncertainties, that Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections and forecasts), and that Buyer shall have no claim against Seller or any of its Affiliates or Related Persons or any other Person with respect thereto. Accordingly, Seller makes no representations or warranties whatsoever with respect to such estimates, projections and other forecasts and plans (including the reasonableness of the assumptions underlying such estimates, projections and forecasts), and Buyer has not relied thereon.

14.5. No Survival of Representations, Warranties and Pre-Closing Covenants. None of the representations or warranties or covenants of Seller or Buyer that, by their terms, are to be performed prior to or at the Closing, set forth in this Agreement shall survive, and each of the same shall terminate as of, the Closing.

14.6. No Recourse Against Third Parties. Buyer agrees for itself and for all of its officers, directors, shareholders, Affiliates, attorneys, agents and any other parties making any claim by, through or under the rights of such persons (collectively, the "Buyer Group") that no member of Buyer Group shall have any rights against any officer, director, shareholder, Affiliate (including Visteon), attorney or agent of Seller for any Losses that any member of Buyer Group may suffer in connection with this Agreement.

14.7. Mutual Drafting. This Agreement is the result of the joint efforts of Buyer and Seller, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and there is to be no construction against either party based on any presumption of that party's involvement in the drafting thereof.

14.8. Expenses. Except as otherwise provided herein, each of the parties hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including any legal and accounting fees, whether or not the transactions contemplated hereby are consummated. Notwithstanding the foregoing, Buyer shall pay the cost of all surveys, title insurance policies and title reports obtained by Buyer or at Buyer's request in connection with, this Agreement and the transactions contemplated thereby.

14.9. Broker's and Finder's Fees. Each of the parties represents and warrants that it has not dealt with any broker or finder in connection with any of the transactions contemplated by this Agreement in a manner so as to give rise to any claims against the other party for any brokerage commission, finder's fees or other similar payout.

14.10. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

14.11. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) on the date of service if served personally on the party to whom notice is to be given; (b) on the day of transmission if sent via facsimile transmission or email in Adobe (.pdf) format; (c) on the day of delivery by Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service or (d) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller:

c/o Visteon Corporation  
One Village Center Drive  
Van Buren Township, Michigan 48111 U.S.  
Attention: Michael Sharnas  
Facsimile: (734) 736-5560  
Email: msharnas@visteon.com  
with a copy (which shall not constitute notice to Seller) to:

Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, IL 60654



Attention: James J. Mazza, Jr.  
Martin A. DiLoreto, Jr., P.C.  
Facsimile: (312) 862-2200  
Email: james.mazza@kirkland.com  
martin.diloreto@kirkland.com  
If to Buyer:

Johnson Controls, Inc.  
49200 Halyard Drive  
Plymouth, MI 48170  
Attention: General Counsel  
Facsimile: (734) 254-6914  
Email: Sandra.J.Quick@jci.com  
with a copy (which shall not constitute notice to Buyer) to:

Foley & Lardner, LLP  
500 Woodward Avenue; Suite 2700  
Detroit, Michigan 48226  
Attention: Daljit S. Doogal  
Facsimile: (313) 234-2800  
Email: [ddoogal@foley.com](mailto:ddoogal@foley.com)

Any party may change its address for the purpose of this Section 14.11 by giving the other party written notice of its new address in the manner set forth above.

14.12. Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

14.13. Schedules. Headings in the Disclosure Schedules have been inserted for convenience of reference only and shall not be deemed to affect or alter the express description of the representations and warranties contained in this Agreement. Any information set forth in any Disclosure Schedule or incorporated in any section of this Agreement shall be considered to have been set forth in each other Disclosure Schedule to the extent the relevance of such information is reasonably apparent on the face of such Disclosure Schedule. The inclusion of information in the Disclosure Schedule shall not be construed as or constitute an admission or agreement that a violation, right of termination, default, liability or other obligation of any kind exists with respect to any item, nor shall it be construed as or constitute an admission or agreement that such information is material to Seller or the Business. In addition, matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

Neither the specifications of any dollar amount in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Disclosure Schedule is intended to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material, and no Person shall use the fact of the setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in the Disclosure Schedule is or is not material for purposes of this Agreement. All Disclosure Schedules attached hereto are incorporated herein and expressly made a part of this Agreement as though completely set forth herein.

14.14. Public Announcements. No party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written approval of the other parties, unless a press release or public announcement is required by Law or Order of the Bankruptcy Court. If any such announcement or other disclosure is required by Law or Order of the Bankruptcy Court, the disclosing party shall give the nondisclosing party or parties prior notice of, and an opportunity to comment on, the proposed disclosure. The parties acknowledge that Seller shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order.

14.15. Entire Agreement. This Agreement, the Ancillary Agreements and the Confidentiality Agreement contain the entire understanding among the parties hereto with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. The Disclosure Schedules hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

14.16. Parties in Interest. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than Seller and Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligations or liability of any third Persons to Seller or Buyer. No provision of this Agreement shall give any third Persons any right of subrogation or action over or against Seller or Buyer.

14.17. Headings; Counterparts, etc. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in United States currency. Time is of the essence in this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

14.18. Construction. Unless the context of this Agreement otherwise requires, (i) words of any gender include the other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby," and derivative or similar words refer to this entire Agreement as a whole and not to any other particular article, section or other subdivision, (iv) the words "include," "includes" and

"including" shall be deemed to be followed by the phrase "without limitation," (v) "shall," "will," or "agrees" are mandatory, and "may" is permissive, and (vi) "or" is not exclusive.

14.19. Bulk Transfer Laws. Buyer acknowledges that Seller shall not comply with the provisions of any so-called bulk sales or transfer laws of any applicable jurisdiction (including Article 6 of the Uniform Commercial Code) in connection with the sale of Acquired Assets and the other transactions contemplated by this Agreement, and Buyer hereby waives Seller's failure to comply with such laws.

## **ARTICLE 15** **DEFINITIONS**

15.1. Certain Terms Defined. As used in this Agreement, the following terms shall have the following meanings:

"Accommodation Agreement" means, that certain Accommodation Agreement dated as of October 2, 2009, between Chrysler Group LLC and Visteon Corporation, as amended by that certain Amendment No. 1 to Accommodation Agreement, dated as of March 10, 2010.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, through the ownership of voting securities, by contract, as trustee, executor or otherwise.

"Ancillary Agreement" means the Bill of Sale, the Assignment and Assumption Agreement, the Transition Services Agreement and the Employer Substitution Agreement.

"Bankruptcy Code" means Title 11 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Case originally administered in the United States Bankruptcy Court of the District of Delaware.

"Business" means the production of Component Parts by Seller at the Sale Plants.

"Business Day" means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in Wilmington, Delaware are authorized by Law or other Governmental action to close.

"Business Employee" means an employee of Seller who is employed primarily in or with respect to the Business (other than any such employee in respect of whom a notice of termination of employment effective prior to the Closing Date has been given).

"Business Records" means all books, files, documents and records to the extent they are located at the Leased Real Property or apply primarily to the Acquired Assets or the Business, including customer and supplier lists, historical customer and supplier files, reports,

plans, data, accounting and tax records, test results, product specifications, drawings, diagrams, training manuals, engineering data, safety and environmental reports and documents, cost and pricing information, maintenance schedules, operating and production records, inventory records, business plans, and marketing and all other studies, documents and records but excluding any Retained Books and Records.

"Chapter 11 Case" means, collectively, the cases commenced by Visteon and Seller under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

"Chrysler" means Chrysler Group LLC.

"Closing Wind Down Amount" means those Wind Down Costs (as defined in the Accommodation Agreement) that are known as of the Closing to be incurred, and calculated in accordance with Section 3.4 of the Accommodation Agreement.

"COBRA" means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and any similar state Law.

"Code" means the Internal Revenue Code of 1986, as amended.

"Component Parts" shall have the meaning ascribed thereto in the Accommodation Agreement.

"Consent" means any consent, approval, authorization, qualification, waiver or notification of a Person.

"Contract" means any written or oral contract, agreement, license, sublicense, lease, sublease, mortgage, instruments, guaranties, commitment, undertaking or other similar arrangement, whether express or implied.

"Debtor Contracts" means any Contract (excluding any Contracts listed on Schedules 1.2(c), 4.10(d) and 4.10(e)) primarily related to the Business (including, without limitation, the Master Professional Services and Software Agreement by and between Visteon Corporation and VIA Information Tools, Inc.) in which VCRAM or one of its Affiliates that is also a debtor in possession under Chapter 11 of the Bankruptcy Code in the Chapter 11 Case presently pending in the Bankruptcy Court is a party.

"Disclosure Schedule" means the disclosure schedule attached hereto.

"Employee Benefit Plan" means all plans, programs, Contracts, policies and practices providing benefits to any Business Employee or beneficiary or dependent thereof that is sponsored or maintained by Seller or any ERISA Affiliate, including any pension, thrift, savings, profit sharing, retirement, bonus, incentive, health, dental, death, accident, disability, stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization, "parachute," severance, vacation, sick leave, fringe or welfare benefits, and "employee benefit plans" (as defined in Section 3(3) of ERISA).

"Environmental Laws" means all federal, state, provincial, municipal, local, common law and foreign statutes, ordinances, rules, regulations, remediation standards, codes, orders, decrees, judgments, injunctions, and other provisions, in each case having the force of law and relating to pollution or protection of the environment, including laws relating to emissions, spills, discharges, generation, storage, leaks, injection, leaching, seepage, releases or threatened releases of Waste into the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Waste, including but not limited to, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 *et seq.*, as amended, the federal Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.*, and the official Mexican standards (*Normas Oficiales Mexicanas*.)

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any entity that is a member of a controlled group of corporations (as defined in Section 414(b) of the Code) of which Seller is a member, an unincorporated trade or business under common control with Seller (as determined under Section 414(c) of the Code), or a member of an "affiliated service group" (within the meaning of Section 414(m) of the Code) of which Seller is a member.

"Final Order" means an order for which all opportunities for rehearing or appeal are exhausted or expired; provided, however, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Rule 9024 of the Federal Rules of Bankruptcy Procedure may be filed with respect to such order.

"GAAP" means United States generally accepted accounting principles.

"Government" means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, any state thereof or any foreign government.

"Hazardous Materials" means and includes any hazardous or toxic substance or waste or any contaminant or pollutant regulated as such under Environmental Laws, including, but not limited to, "hazardous substances" as currently defined by the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, "hazardous waste" as currently defined by the Resource Conservation and Recovery Act, as amended, natural gas, petroleum products, crude oil, "hazardous wastes" as currently defined by the General Law for the Prevention and Integral Management of Wastes (*Ley General para la Prevencion y Gestion Integral de los Residuos*) and "hazardous materials" as currently defined by the General Law of Ecological Balance and Environment Protection (*Ley General del Equilibrio Ecologico y la Proteccion al Ambiente*).

"Intellectual Property" means all intellectual property, confidential information, and proprietary information, including, but not limited to, (a) patents and patent applications (including all reissues, continuations, continuations-in-part, revisions, extensions and reexaminations thereof) and patent disclosures and inventions (whether or not patentable and whether or not reduced to practice); (b) trademarks, service marks, trade dress, trade names, Internet domain names, assumed names and corporate names, together with the goodwill of the business associated with and symbolized by such trademarks, service marks, trade dress, trade names and corporate names, in each case whether or not registered; (c) published and unpublished works of authorship, whether copyrightable or not, including all statutory and common law copyrights associated therewith; (d) all registrations, applications, extensions and renewals for any of the terms listed in clauses (b) and (c); (e) trade secrets; (f) websites; (g) all computer software or hardware, including operating systems, applications, routines, interfaces, all algorithms, whether in source code or object code, and electronic files or data stored on any computer; and (h) lists of customers and potential customers (including any lists of electronic mail addresses of customers and potential customers); formulae; compositions; know-how; research and development information; processes and business methods; artwork and graphic design; manuscripts; drawings; specifications; list of suppliers and service providers; pricing and cost information and records; test reports; manuals; financial, business, sales and marketing proposals, research, data, and plans; technical and computer data; databases; documentation; promotional materials and related information; and other intellectual property, confidential information and proprietary rights, in each case in any medium, including digital, and in any jurisdiction, together with all causes of action, judgment, settlements, claims and demands of any nature related thereto, including the right to prosecute any past infringements or other violations thereof.

"Inventory Amount" means (except for purposes of calculating the Estimated Cash Purchase Price whereby the Inventory Amount shall be based upon Seller's then available accounting information as it relates to Inventory) the aggregate value of (x) the "usable and merchantable" Inventory and (y) the non-production supplies and consumables Inventory (including equipment parts), as of the Closing, as determined based upon the results of the physical count conducted by Seller and Buyer pursuant to Section 6.5, applying the following valuation methodology: (i) for raw materials purchased by Seller after the Petition Date, 100% of Seller's actual cost thereof; (ii) for finished goods, 100% of the purchase order price set forth on the applicable purchase order; (iii) for work-in-process, a percentage of the finished goods purchase order price based on the stage of completion of any such work-in-process; and (iv) for non-production supplies and consumables (including equipment parts), 100% of Seller's actual cost thereof. As used herein, the terms "usable" and "merchantable" shall have the meanings ascribed thereto in the Accommodation Agreement. Notwithstanding anything contained herein to the contrary, to the extent that any Inventory (other than non-production supplies and consumables Inventory) is not usable to produce Component Parts, it shall not be deemed "useable and merchantable" for purposes of this definition. To the extent that any non-production supplies and consumables Inventory is not useable in connection with the operation of the Sale Plants, Buyer shall return to Seller such non-production supplies and consumables Inventory and such returned non-production supplies and consumables Inventory shall not be included in the calculation of Inventory Amount on the Inventory Statement described in Section 2.1(b).



"IRS" means the Internal Revenue Service.

"Joint Employment Liabilities" means those pre-Closing liabilities arising from or relating to individual or collective labor actions brought against Carplastic by Mexican Transferred Employees.

"Knowledge of Seller," "Seller's Knowledge" or any other similar term or knowledge qualification means the actual knowledge of Mike Sharnas, Bill Quigley and Cliff Peterson and the plant managers as of the Closing at each of the Sale Plants after due inquiry with their direct reports.

"Legal Proceedings" means any material suits, actions, proceedings, material governmental investigations, claims or orders.

"Lien" means any mortgage, pledge, charge, security interest, claim, encumbrance, lien (statutory or other) or conditional sale agreement.

"Material Adverse Effect" means a state of facts, event, change or effect on the physical condition of the Acquired Assets, or the enforceability of any Assigned Contract, that results in a material adverse effect on the combined operations of the Business but excluding any state of facts, event, change or effect caused by events, changes or developments relating to: (i) changes of Laws; (ii) the transactions contemplated by this Agreement or the announcement thereof; (iii) changes or conditions affecting the automotive industries of which the Business is a part generally; (iv) changes in economic, regulatory or political conditions generally; (v) changes resulting from the Chapter 11 Case or the events that contributed to or resulted in the Chapter 11 Case, (vi) any matter disclosed in the Disclosure Schedules, or (vii) any act(s) of war or of terrorism.

"Mexico Sale Plant" shall mean the Sale Plant located in Saltillo, Mexico.

"Permitted Liens" means: (i) all Liens set forth on Schedule 15.1 of the Disclosure Schedules; (ii) Liens for Taxes, assessments and Government or other similar charges that are not yet due and payable or that, although due and payable, are being contested in good faith; (iii) Liens included in the Assumed Liabilities; (iv) mechanics', materialmen's, warehouseman's and similar Liens incurred in the ordinary course of business for amounts that are not delinquent and would not, in the aggregate, have a Material Adverse Effect; (v) such covenants, conditions, restrictions, easements, encroachments or encumbrances, or any other state of facts, that do not materially interfere with the present occupancy of the Leased Real Property or the use of such Leased Real Property as it has been used by Seller in the Business prior to the Closing Date; (vi) a lessor's interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor's interest in, property underlying any of the Real Estate Leases; and (vii) zoning, building codes and other land use Laws regulating the use or occupancy of such Leased Real Property or the activities conducted thereon that are imposed by any governmental authority having jurisdiction over such Leased Real Property.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

"Regulatory Approvals" means approvals and/or notifications of other related Government authorities with respect to the consummation of the transactions contemplated hereby.

"Related Person" means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers, Affiliates or representatives of any such Person.

"Retained Books and Records" means (i) all corporate seals, minute books, charter documents, corporate stock record books, original tax and financial records and such other files, books and records to the extent they relate to any of the Excluded Assets or Excluded Liabilities or the organization, existence, capitalization or debt financing of Seller or of any Affiliate of Seller, (ii) all books, files and records that would otherwise constitute a Business Record but for the fact that disclosure of books, files or records could (w) violate any legal constraints or obligations regarding the confidentiality thereof, (x) waive any attorney client, work product or like privilege, or (y) disclose information about Seller or any of its Affiliates that is unrelated to the Business, (iii) all books and records prepared in connection with or relating in any way to the transactions contemplated by this Agreement, including bids received from other parties and analyses relating in any way to the Acquired Assets and the Assumed Liabilities; or (iv) all tax records, books and documents that are part of Carplastic's accountability that it must maintain in its possession according to the Mexican Federal Fiscal Code in connection with the Excluded Assets or Excluded Liabilities.

"Rule" or "Rules" means the Federal Rules of Bankruptcy Procedure.

"Sale Plants" means, Seller's Highland Park, Michigan and Saltillo, Mexico plants.

"Subsidiary" means, with respect to a Person, any Person of which a majority of the outstanding share capital, voting securities or other voting equity interests are owned, directly or indirectly, by such Person.

"Tax Return" means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

"Taxes" means all federal, state, local or foreign taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which taxes shall include all income taxes, Transaction Taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales

and use, excise, franchise, gross receipts, occupation, real and personal property, stamp, transfer, workmen's compensation, customs duties, registration, documentary, value added, ad valorem, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other obligations of the same or a similar nature (including any fee, assessment, or other charge in the nature of or in lieu of any tax), whether arising before, on or after the Closing Date.

"Taxing Authority" means the Internal Revenue Service and any other Government responsible for the administration of any Tax.

"Union" means Sindicato Nacional de Trabajadores de la Industria Automotriz integrada, similares y conexos de la Republica Mexicana.

"U.S. Employee" means a Business Employee whose principal place of employment is within the United States of America.

"Visteon Marks" means all rights to or goodwill represented by or pertaining to all names, marks, trade names, trademarks, logos, domain names and service marks, or otherwise incorporating the name Visteon or derivatives thereof no matter how used.

"WARN Act" means the Worker Adjustment Retraining and Notification Act of 1988, as amended, and any related or similar law, regulation, or ordinance (whether domestic or foreign).

"Waste" means any (i) petroleum, hazardous or toxic substance; (ii) flammable or explosive material; (iii) radioactive materials; (iv) asbestos in any form that is or could become friable, urea formaldehyde foam insulation; (v) foundry sand; (vi) polychlorinated biphenyls (PCBs); (vii) any chemical or other material or substance that is now regulated, classified or defined as or included in the definition of "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous substance," "restricted hazardous waste," "toxic substance," "toxic pollutant," "pollutant" or "contaminant" under any Environmental Law, or any similar denomination intended to classify substance by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any Environmental Law; or (viii) any other chemical or other material, waste or substance, exposure to which is now prohibited, limited or regulated by or under any Environmental Law.

15.2. All Terms Cross-Referenced. Each of the following terms is defined in the section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Acquired Assets	1.1
Adjustment Amount	2.1(d)
Adjustment Date	11.2(a)
Agreement	Preamble

<u>Term</u>	<u>Section</u>
Allocation Schedule	11.5
Arbiter	2.1(c)
Assigned Contracts	1.1(e)
Assignment and Assumption Agreement	3.2(a)
Assumed Liabilities	1.3
Bill of Sale	3.2(a)
Buyer	Preamble
Buyer Group	14.6
Carplastic	Preamble
Cash Payment Amount	2.1(a)
Claims	1.2(j)
Closing	3.1
Closing Date	3.1
Cure Amounts	1.3(b)
Collective Bargaining Agreements	1.1(d)
Confidentiality Agreement	6.3
Customs Due Diligence	10.2(a)
Delayed Contract Assignment Date	6.4
Equipment	1.1(b)
Estimated Cash Purchase Price	2.1(a)
Estimated Inventory Amount	2.1(a)
Excess Amount	2.1(e)
Excluded Assets	1.2
Excluded Liabilities	1.4
Final Cash Purchase Price	2.1(a)
Inventory	1.1(f)
Inventory Statement	2.1(b)
Law	4.3
Leased Real Property	1.1(a)
Losses	6.3
Maquiladora Assets	10.2(d)
Mexican Transferred Employees	9.1

<u>Term</u>	<u>Section</u>
Mexico Buyer	Preamble
Notice of Disagreement	2.1(b)
Order	4.3
Organizational Documents	4.3
Other Contracts	1.1(e)
Permits	1.1(j)
Petition Date	Preamble
Real Estate Leases	1.1(a)
Retained Title Assets	10.2(d)
Sale Order	8.1
Seller	Preamble
Seller's Account	2.1(d)
Straddle Period	11.2(a)
Supplier Contracts	1.1(c)
Supplies	7.6
Termination Order	13.2(a)
Transaction Taxes	11.1
Transition Services Agreement	3.2(a)
U.S. Buyer	Preamble
VCRAM	Preamble
Virtual Customs Transfer	10.2(d)
Visteon	Preamble

*(Signatures are on the following page.)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or employees thereunto duly authorized as of the date first above written.

JOHNSON CONTROLS INTERIORS L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

JOHNSON CONTROLS AUTOMOTRIZ  
MEXICO, S DE RL DE CV

By: \_\_\_\_\_  
Name:  
Title:

VC REGIONAL ASSEMBLY &  
MANUFACTURING, LLC

By: \_\_\_\_\_  
Name:  
Title:

CARPLASTIC S.A. DE C.V.

By: \_\_\_\_\_  
Name:  
Title:



**ASSET PURCHASE AGREEMENT SCHEDULES**

These schedules are being delivered in connection with that certain Asset Purchase Agreement (the "Agreement"), dated as of March 22, 2010, by and among VC Regional Assembly & Manufacturing, LLC, a Delaware limited liability company ("VCRAM"), Carplastic S.A. de C.V., a Mexican company ("Carplastic" and together with VCRAM, "Seller"), Johnson Controls Interiors L.L.C., a Michigan limited liability company ("U.S. Buyer") and Johnson Controls Automotriz Mexico, S de RL de CV, a Mexican limited liability company ("Mexico Buyer" and collectively with U.S. Buyer, "Buyer"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

Headings in the Disclosure Schedules have been inserted for convenience of reference only and shall not be deemed to affect or alter the express description of the representations and warranties contained in the Agreement. Any information set forth in any Disclosure Schedule or incorporated in any section of the Agreement shall be considered to have been set forth in each other Disclosure Schedule to the extent the relevance of such information is reasonably apparent on the face of such Disclosure Schedule. The inclusion of information in the Disclosure Schedule shall not be construed as or constitute an admission or agreement that a violation, right of termination, default, liability or other obligation of any kind exists with respect to any item, nor shall it be construed as or constitute an admission or agreement that such information is material to Seller or the Business. In addition, matters reflected in the Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Neither the specifications of any dollar amount in any representation, warranty or covenant contained in the Agreement nor the inclusion of any specific item in the Disclosure Schedule is intended to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material, and no Person shall use the fact of the setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in the Disclosure Schedule is or is not material for purposes of the Agreement. All Disclosure Schedules attached hereto are incorporated herein and expressly made a part of this Agreement as though completely set forth herein.

## **Schedule 1.1(a)**

### **Real Estate Leases**

1. That certain Lease Agreement dated February 8, 2008 by and between Carplastic, as tenant, and Davisa Desarrollos Inmobiliarios, S.A. de C.V., as landlord, relating to the premises located at C, Servidumbre de Paso #851 V1, Parque Industrial Santa Monica, Ejido Derramadero, Saltillo Tamaulipas 25300, Mexico, as amended by that certain Amendment No. 1 to Lease Agreement dated August 25, 2008 by and between Carplastic and Davisa Desarrollos Inmobiliarios, S.A. de C.V.

2. That certain Lease Agreement dated December 15, 2006 by and between VCRAM (as successor in interest to Visteon Corporation pursuant to that Assignment and Assumption Agreement dated January 26, 2007 by and between VCRAM and Visteon Corporation), as tenant, and Oakland Park L.L.C. IX, as landlord, relating to the premises located at 12775 Oakland Park Boulevard, Highland Park, Michigan, 48203, USA.

## Schedule 1.1(b)

### Equipment

<b>HIGHLAND PARK - CHRYSLER DEDICATED EQUIPMENT</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
F855635B	2500T IMM Machine	Chrysler Dedicated, on Schedule 6.5
F0855612	2500T Rotating IMM Machine	Chrysler Dedicated, on Schedule 6.5
F855635D	1250 Ton IMM Machine	Chrysler Dedicated, on Schedule 6.5
F855635A	1650 Ton IMM Machine	Chrysler Dedicated, on Schedule 6.5
F855635C	1250 Ton IMM Machine	Chrysler Dedicated, on Schedule 6.5
F0855581	Frimo Thermoformer	Chrysler Dedicated, on Schedule 6.5
F855568B	Jenoptik	Chrysler Dedicated, on Schedule 6.5
F855603A	Center Finish Panel Sub-assy Station	Chrysler Dedicated, on Schedule 6.5
F855603B	Substrate Sub-assy Station	Chrysler Dedicated, on Schedule 6.5
F855584A	R. H. Door Assy Cells	Chrysler Dedicated, on Schedule 6.5
F855557B	Branson Topper Welders	Chrysler Dedicated, on Schedule 6.5
F0855884	Fork Lifts	Chrysler Dedicated, on Schedule 6.5
F855584B	LH Door Assy Cells	Chrysler Dedicated, on Schedule 6.5
F0855766	Stitch Cell #1	Chrysler Dedicated, on Schedule 6.5
F0855611	CMM	Chrysler Dedicated, on Schedule 6.5
F0855628	Roboknife	Chrysler Dedicated, on Schedule 6.5
GR855599	Bridge Crane	Chrysler Dedicated, on Schedule 6.5
F855557A	Branson Topper Welders	Chrysler Dedicated, on Schedule 6.5
GR855914	Storage Racks	Chrysler Dedicated, on Schedule 6.5
F0855603	Lineside electrical racks	Chrysler Dedicated, on Schedule 6.5
CONVERY	IP Assy Loop	Chrysler Dedicated, on Schedule 6.5
GR855888	Storage Racks	Chrysler Dedicated, on Schedule 6.5
F0855748	KSL Stitching Station	Chrysler Dedicated, on Schedule 6.5
FO100128	All Static Racks in Plant	Chrysler Dedicated, on Schedule 6.5
F0855715	IMM Automation	Chrysler Dedicated, on Schedule 6.5
F0855752	IP Final Pallet Conveyor System	Chrysler Dedicated, on Schedule 6.5
GR855847	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
ESTANDA	IP Electrical Test Stand	Chrysler Dedicated, on Schedule 6.5
F0856006	Security System (Cameras, etc.)	Chrysler Dedicated, on Schedule 6.5
F0855604	IP Testers	Chrysler Dedicated, on Schedule 6.5
F0855790	Oven Comp	Chrysler Dedicated, on Schedule 6.5
F0855608	Airbag Deployment Chamber	Chrysler Dedicated, on Schedule 6.5
F0856302	Granulators	Chrysler Dedicated, on Schedule 6.5
SYSTEMA	Material Hndlg Water System	Chrysler Dedicated, on Schedule 6.5
CELL2	Stitch Cell #2	Chrysler Dedicated, on Schedule 6.5
F0100100	PORTABLE POWER T	Chrysler Dedicated, on Schedule 6.5
GR855918	RACK	Chrysler Dedicated, on Schedule 6.5
F0100108	Cameras	Chrysler Dedicated, on Schedule 6.5
F0855891	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR856635	RACK	Chrysler Dedicated, on Schedule 6.5
ELECTKTN	PORTABLE POWER T	Chrysler Dedicated, on Schedule 6.5
GR856455	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR855925	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
F855653A	STACKER, MAIL	Chrysler Dedicated, on Schedule 6.5
F855653B	WELDING MACHINE	Chrysler Dedicated, on Schedule 6.5
GR855609	BUGGY, COIL	Chrysler Dedicated, on Schedule 6.5

<b>HIGHLAND PARK - CHRYSLER DEDICATED EQUIPMENT</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
F856386A	EXTRACTING UNIT	Chrysler Dedicated, on Schedule 6.5
F856386B	EXTRACTING UNIT	Chrysler Dedicated, on Schedule 6.5
F0559330	BATTERY ASSEMBLY	Chrysler Dedicated, on Schedule 6.5
F0855730	UNLOADER - SEE E	Chrysler Dedicated, on Schedule 6.5
GR855882	CONTROL PANEL-SE	Chrysler Dedicated, on Schedule 6.5
GR855874	SCRUBBER, FLOOR,	Chrysler Dedicated, on Schedule 6.5
GR856838	ASSEMBLY MACHINE	Chrysler Dedicated, on Schedule 6.5
GR856665	SCARIFIER, FLOOR	Chrysler Dedicated, on Schedule 6.5
FO100113	DEFLASHING MACHI	Chrysler Dedicated, on Schedule 6.5
F0855942	DIKE	Chrysler Dedicated, on Schedule 6.5
GRGAGES	GAGE	Chrysler Dedicated, on Schedule 6.5
F0855902	TESTER, TENSILE	Chrysler Dedicated, on Schedule 6.5
F0856219	CONVEYOR	Chrysler Dedicated, on Schedule 6.5
GR855656	CONTROL, TEMPERA	Chrysler Dedicated, on Schedule 6.5
GR855833	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
F0856073	ANALYZER, DATA	Chrysler Dedicated, on Schedule 6.5
F0856420	BOOM RAIL-SEE HO	Chrysler Dedicated, on Schedule 6.5
GR856210	SYSTEM, ANALYSIS	Chrysler Dedicated, on Schedule 6.5
F0856149	SYSTEM, ELECTRIC	Chrysler Dedicated, on Schedule 6.5
GR100050	PORTABLE POWER T	Chrysler Dedicated, on Schedule 6.5
F0855824	OFFICE FURNITURE	Chrysler Dedicated, on Schedule 6.5
GR855760	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR855759	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR855648	BLENDER	Chrysler Dedicated, on Schedule 6.5
GR856296	FORK LIFT TRUCK	Chrysler Dedicated, on Schedule 6.5
F0855892	SONOSCOPE	Chrysler Dedicated, on Schedule 6.5
GR855659	CONVEYOR	Chrysler Dedicated, on Schedule 6.5
CARTS	CART, MOBILE	Chrysler Dedicated, on Schedule 6.5
GR855913	LIGHTING EQUIPME	Chrysler Dedicated, on Schedule 6.5
GR855603	RACK	Chrysler Dedicated, on Schedule 6.5
GR855550	MOLDING MACHINE,	Chrysler Dedicated, on Schedule 6.5
GR856292	TABLE, OFFICE, W	Chrysler Dedicated, on Schedule 6.5
GR856288	PEDESTAL WELDER	Chrysler Dedicated, on Schedule 6.5
GR855577	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR855967	TEST EQUIPMENT	Chrysler Dedicated, on Schedule 6.5
GR855578	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR855586	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR855655	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
NUTRUN	NUT RUNNER, PNEU	Chrysler Dedicated, on Schedule 6.5
F0855886	TABLE, LIFT	Chrysler Dedicated, on Schedule 6.5
GR855998	CRANE, JIB	Chrysler Dedicated, on Schedule 6.5
GR856632	MAT, CURBED	Chrysler Dedicated, on Schedule 6.5
F0855936	CHARGER, BATTERY	Chrysler Dedicated, on Schedule 6.5
GR856084	TESTER, TENSILE	Chrysler Dedicated, on Schedule 6.5
F0856013	LOW VALUE - M&E	Chrysler Dedicated, on Schedule 6.5
GR855830	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
F0856259	ANALYZER	Chrysler Dedicated, on Schedule 6.5
GR856016	LOW VALUE - M&E	Chrysler Dedicated, on Schedule 6.5
GR855676	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR855894	LOW VALUE - M&E	Chrysler Dedicated, on Schedule 6.5

<b>HIGHLAND PARK - CHRYSLER DEDICATED EQUIPMENT</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
GR856172	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR855919	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR855823	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
F0855996	LOW VALUE - M&E	Chrysler Dedicated, on Schedule 6.5
GR856633	RACK	Chrysler Dedicated, on Schedule 6.5
GR856819	RACK	Chrysler Dedicated, on Schedule 6.5
GR855661	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR856454	LOW VALUE - M&E	Chrysler Dedicated, on Schedule 6.5
F0856220	DISPENSER, TAPE	Chrysler Dedicated, on Schedule 6.5
GR855948	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
GR855788	CONTAINER, SHIPP	Chrysler Dedicated, on Schedule 6.5
F0855651	BLDG-LSHLD IMPRO	Chrysler Dedicated, on Schedule 6.5
F0855739	BLDG-LSHLD IMPRO	Chrysler Dedicated, on Schedule 6.5
F0855745	BLDG-LSHLD IMPRO	Chrysler Dedicated, on Schedule 6.5
F0855747	BLDG-LSHLD IMPRO	Chrysler Dedicated, on Schedule 6.5
F0855756	BLDG-LSHLD IMPRO	Chrysler Dedicated, on Schedule 6.5
F0857149	BLDG-LSHLD IMPRO	Chrysler Dedicated, on Schedule 6.5
F0857213	BLDG-LSHLD IMPRO	Chrysler Dedicated, on Schedule 6.5
F0863938	BLDG-LSHLD IMPRO	Chrysler Dedicated, on Schedule 6.5
F0855557	WELDING MACHINE	Chrysler Dedicated, on Schedule 6.5
F0855568	ETCHING MACHINE	Chrysler Dedicated, on Schedule 6.5
F0856187	PEDESTAL WELDER	Chrysler Dedicated, on Schedule 6.5
F0863917	MOLDING MACHINE,	Chrysler Dedicated, on Schedule 6.5
F855612	CHARGER, BATTERY	Chrysler Dedicated, on Schedule 6.5
F8556129	ASSEMBLY MACHINE	Chrysler Dedicated, on Schedule 6.5
F0855941	BLDG-LSHLD IMPRO	Chrysler Dedicated, on Schedule 6.5

<b>HIGHLAND PARK - CHRYSLER SHARED EQUIPMENT</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
F100163	CHARGER, BATTERY	Chrysler Shared, on Schedule 6.5
GR100071	TELEPHONE, SOUND	Chrysler Shared, on Schedule 6.5
F0100132	LABORATORY UNIT	Chrysler Shared, on Schedule 6.5
FO100075	COMPUTER	Chrysler Shared, on Schedule 6.5
F0100115	BALER/SHREDDER	Chrysler Shared, on Schedule 6.5
F0855938	TRUCK, FORK LIFT	Chrysler Shared, on Schedule 6.5
GR100986	FEEDER, RACK	Chrysler Shared, on Schedule 6.5
F0100075	COMPUTER	Chrysler Shared, on Schedule 6.5
GR100537	RACK	Chrysler Shared, on Schedule 6.5
GA100188	CUBICLE - ALSO S	Chrysler Shared, on Schedule 6.5
GR100077	CARPET	Chrysler Shared, on Schedule 6.5
F010047	BOOM, OIL RETENT	Chrysler Shared, on Schedule 6.5
F0100133	LABORATORY UNIT	Chrysler Shared, on Schedule 6.5
GA100133	COMPUTER	Chrysler Shared, on Schedule 6.5
GA100136	COMPUTER	Chrysler Shared, on Schedule 6.5
GA100112	COMPONENT, MACHI	Chrysler Shared, on Schedule 6.5
GR006273	MEASURING DEVICE	Chrysler Shared, on Schedule 6.5
GR009768	TORQUE UNIT, STR	Chrysler Shared, on Schedule 6.5
GA100063	PRINTER, COMPUTE	Chrysler Shared, on Schedule 6.5

<b>HIGHLAND PARK - CHRYSLER SHARED EQUIPMENT</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
GR030871	LABORATORY UNIT	Chrysler Shared, on Schedule 6.5
GR855834	CONTAINER, SHIPP	Chrysler Shared, on Schedule 6.5
GR024959	COMPUTER, ANALOG	Chrysler Shared, on Schedule 6.5
PO930688	PLATE, SURFACE,	Chrysler Shared, on Schedule 6.5
GR000821	TEST EQUIPMENT	Chrysler Shared, on Schedule 6.5
GR003982	TEST EQUIPMENT	Chrysler Shared, on Schedule 6.5
GR003881	TEST EQUIPMENT	Chrysler Shared, on Schedule 6.5
GR008260	MEASURING DEVICE	Chrysler Shared, on Schedule 6.5
GR003712	CABINET	Chrysler Shared, on Schedule 6.5
07INT	CAPITALIZATION O	Chrysler Shared, on Schedule 6.5
GR08FRT	FREIGHT AND DUTY	Chrysler Shared, on Schedule 6.5
GR08INT	CAPITALIZATION O	Chrysler Shared, on Schedule 6.5

<b>HIGHLAND PARK - CHRYSLER CIP EQUIPMENT</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
	Construction in Progress	Chrysler Dedicated, on Schedule 6.5

<b>HIGHLAND PARK - CHRYSLER DEDICATED EQUIPMENT - SUPPLEMENTAL</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
F0855581	Frimo Thermoformer	Chrysler Dedicated, CIP Addition
F0855752	IP Final Pallet Conveyor System	Chrysler Dedicated, CIP Addition
GR855918	RACK	Chrysler Dedicated, CIP Addition
F0855748	KSL Stitching Station	Chrysler Dedicated, CIP Addition
GR855874	SCRUBBER, FLOOR,	Chrysler Dedicated, CIP Addition
F855635A	1650 Ton IMM Machine	Chrysler Dedicated, CIP Addition
F0855730	UNLOADER - SEE E	Chrysler Dedicated, CIP Addition
F0855604	IP Testers	Chrysler Dedicated, CIP Addition
F0855603	Lineside electrical racks	Chrysler Dedicated, CIP Addition
GRGAGES	GAGE	Chrysler Dedicated, CIP Addition
F0856219	CONVEYOR	Chrysler Dedicated, CIP Addition
	Electrical Tester Upgrades 2010	Chrysler Dedicated, New
GR856635	RACK	Honda Dedicated, Moved from Schedule 6.5 DS to Honda
GR856490	Rear Door Racks	Chrysler Dedicated, Transfer from Eureka
GR855922	CONTAINER, SHIPP	Chrysler Dedicated, Transfer from Eureka
GR855972	Map Pocket Dunnage Racks	Chrysler Dedicated, Transfer from Eureka
GR856170	CONTAINER, SHIPP	Chrysler Dedicated, Transfer from Eureka

<b>HIGHLAND PARK - CHRYSLER CIP EQUIPMENT - SUPPLEMENTAL</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
	Construction in Progress	Chrysler Dedicated, CIP Reduction



<b>SALTILLO - CHRYSLER DEDICATED EQUIPMENT</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
1617393	Granulator	Chrysler Dedicated, on Schedule 6.5
1617420	CMM Fixture	Chrysler Dedicated, on Schedule 6.5
1617424	Electrical Testers	Chrysler Dedicated, on Schedule 6.5
1617459	CMM Machine	Chrysler Dedicated, on Schedule 6.5
F0856069	Console Seq Lift Tables	Chrysler Dedicated, on Schedule 6.5
F0856071	DS Assembly Loop	Chrysler Dedicated, on Schedule 6.5
F0856163	Electrical Testers	Chrysler Dedicated, on Schedule 6.5
F0856267	Door Rack Turntables	Chrysler Dedicated, on Schedule 6.5
F0856304	UNLOADER - SEE E	Chrysler Dedicated, on Schedule 6.5
F0856856	Office/Canteen Furniture	Chrysler Dedicated, on Schedule 6.5
F0857139	Static Racks/Flow Racks	Chrysler Dedicated, on Schedule 6.5
GR324157	UNLOADER - SEE E	Chrysler Dedicated, on Schedule 6.5
GR857259	Spectro Guide/Hue Tester	Chrysler Dedicated, on Schedule 6.5

<b>SALTILLO - CHRYSLER CIP EQUIPMENT</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
	Construction in Progress	Chrysler Dedicated, on Schedule 6.5

<b>SALTILLO - CHRYSLER DEDICATED EQUIPMENT - SUPPLEMENTAL</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
F0856071	DS Assembly Loop	Chrysler Dedicated, CIP Addition
F0856163	Electrical Testers	Chrysler Dedicated, CIP Addition
F0856304	UNLOADER - SEE E	Chrysler Dedicated, CIP Addition
F0856856	Office/Canteen Furniture	Chrysler Dedicated, Asset Depreciation
F0857139	Static Racks/Flow Racks	Chrysler Dedicated, Asset Depreciation
1617459	CMM Machine	Chrysler Dedicated, Asset Depreciation
1617393	Granulator	Chrysler Dedicated, Asset Depreciation
F0856267	Door Rack Turntables	Chrysler Dedicated, Asset Depreciation
1617420	CMM Fixture	Chrysler Dedicated, Asset Depreciation
F0856069	Console Seq Lift Tables	Chrysler Dedicated, Asset Depreciation
GR324157	Static Racks/Flow Racks	Chrysler Dedicated, Asset Depreciation
GR857259	Spectro Guide/Hue Tester	Chrysler Dedicated, Asset Depreciation
1617424	Electrical Testers	Chrysler Dedicated, Asset Depreciation

<b>SALTILLO - CHRYSLER DEDICATED EQUIPMENT - SUPPLEMENTAL</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
	Door Welders	Chrysler Dedicated, New
	Dunnage Racks	Chrysler Dedicated, New
F0855946	Burglary System and CCTV's	Chrysler Dedicated, New
F0857822	Console WIP Racks	Chrysler Dedicated, New
	Electrical Tester Upgrades for 2010	Chrysler Dedicated, New
GR857496	Datamyte	Chrysler Dedicated, New
F0857825	DS Topper Pad WIP Racks	Chrysler Dedicated, New
F856071	Flow Racks	Chrysler Dedicated, New
F0855718	Rack/Shelving	Chrysler Dedicated, New
F0857830	DS Console Rack/Labels	Chrysler Dedicated, New
GR855966	Dunnage Racks (Front Doors)	Chrysler Dedicated, Transfer from Eureka
F0855885	Forklifts	Chrysler Dedicated, Transfer from Eureka
GR855889	Dunnage Racks	Chrysler Dedicated, Transfer from Eureka
GR856012	Cockpit Dunnage Racks	Chrysler Dedicated, Transfer from Eureka
F855606B	I/P Assy Line Testers	Chrysler Dedicated, Transfer from Eureka
GR855950	Door Dunnage Racks (EI)	Chrysler Dedicated, Transfer from Eureka
F855606A	I/P Assy Line Testers	Chrysler Dedicated, Transfer from Eureka
F0855873	Dunnage Racks	Chrysler Dedicated, Transfer from Eureka
GR855823	CONTAINER, SHIPP	Chrysler Dedicated, Transfer from Eureka
GR855923	Console Dunnage Racks	Chrysler Dedicated, Transfer from Eureka
CAMERA	Camera system on I/P Assy Line	Chrysler Dedicated, Transfer from Eureka
GR855943	Security Door (for pilferable parts)	Chrysler Dedicated, Transfer from Eureka
TUGCARTS	MP&L Tugger Carts	Chrysler Dedicated, Transfer from Eureka
GR855873	Storage Static Racks	Chrysler Dedicated, Transfer from Eureka
GR855937	Quick-charge Batteries for Forklifts	Chrysler Dedicated, Transfer from Eureka
GR856182	Dunnage Racks (IP Sub)	Chrysler Dedicated, Transfer from Eureka
GR855895	Dunnage Racks	Chrysler Dedicated, Transfer from Eureka
GR856862	Cockpit Dunnage Racks	Chrysler Dedicated, Transfer from Eureka
GR856001	Cockpit Dunnage Racks	Chrysler Dedicated, Transfer from Eureka
1617424	Granulator	Mfting related at CPSA; removed from Schedule 6.5

<b>SALTILLO - CHRYSLER CIP EQUIPMENT - SUPPLEMENTAL</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
	Construction in Progress	Chrysler Dedicated, CIP Reduction

**Schedule 1.1(c)**  
**Supplier Contracts**

None.

**Schedule 1.1(d)**

**Collective Bargaining Agreements**

<b>Name of Agreement</b>	<b>Subject Matter</b>	<b>Visteon Entity</b>	<b>Contracting Party</b>	<b>Date</b>
Local Agreement	Highland Park	VC Regional Assembly & Manufacturing, LLC	UAW Local 400	December 14, 2009
“Contrato Colectivo de Trabajo” or Collective Bargaining Labor Contract	Saltillo	Carplastic, S.A. de C.V.	Sindicato Nacional de Trabajadores de la Industria Automotriz integrada, similares y conexos de la Republica Mexicana	October 7, 2008
“Pliego de Peticiones con Emplazamiento a Huelga por Revision al Contrato Colectivo de Trabajo y Tabulador de Salarios” or Petition for Revision of Collective Bargaining Labor Contract	Saltillo	Carplastic, S.A. de C.V.	Sindicato Nacional de Trabajadores de la Industria Automotriz integrada, similares y conexos de la Republica Mexicana	January 14, 2010

**Schedule 1.1(e)**

**Other Contracts**

1. Public Act 328 New Personal Property Exemption Agreement between City of Highland Park, Wayne County, Michigan and Visteon Corporation dba VC Ram LLC, dated as of February 8, 2007, and any and all personal property exemption certificates issued pursuant to, or in connection with, such Agreement
2. Public Act 198 Industrial Facilities Exemption Agreement between City of Highland Park, Wayne County, Michigan and Visteon Corporation dba VC Ram LLC, dated as of February 8, 2007, and any and all industrial facilities exemption certificates issued pursuant to, or in connection with, such Agreement
3. Cafeteria Services Agreement dated April 4, 2009 by and between Carplastic and Armonia en Alimentos S.A. de C.V.
4. Non-Production Contracts:

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date
Flexsign S.A. de C.V.	Carplastic S.A. DE C.V.	Saitillo	SA 10471	1/19/2010
Flexsign S.A. de C.V.	Carplastic S.A. DE C.V.	Saitillo	SA 10404	11/27/2009
Risoul y Cia., S.A. de C.V.	Carplastic S.A. DE C.V.	Saitillo	SA 10328	10/13/2009
Risoul y Cia., S.A. de C.V.	Carplastic S.A. DE C.V.	Saitillo	SA 10293	9/25/2009
Ingenieria y Abastecimiento	Carplastic S.A. DE C.V.	Saitillo	SA 10494	2/12/2010
Ingenieria y Abastecimiento	Carplastic S.A. DE C.V.	Saitillo	SA 10421	12/3/2009
Ingenieria y Abastecimiento	Carplastic S.A. DE C.V.	Saitillo	SA 10329	10/13/2009
Ingenieria y Abastecimiento	Carplastic S.A. DE C.V.	Saitillo	SA 10233	8/21/2009
Ingenieria y Abastecimiento	Carplastic S.A. DE C.V.	Saitillo	SA 10170	7/22/2009
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saitillo	SA 10519	3/3/2010
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saitillo	SA 10496	10/12/2010
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saitillo	SA 10487	2/8/2010
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saitillo	SA 10482	2/2/2010
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saitillo	SA 10477	1/28/2010
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saitillo	SA 10472	1/19/2010
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saitillo	SA 10463	1/15/2010
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saitillo	SA 10451	1/6/2010
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saitillo	SA 10429	12/7/2009



Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10380	11/11/2009
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10279	9/15/2009
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10234	8/21/2009
Rep y Con. Esp del Nte.	Carplastic S.A. DE C.V.	Saltillo	SA 10520	3/4/2010

5. Carplastic POs Impacting Saltillo

Vendor Name	Description	Open PO #	Visteon Entity
Centro Medico Empresarial	Nursing Saltillo	GGF PO09 325705	Carplastic
Medix del Norte	Medicines Saltillo	GGF PO08 320348	Carplastic
Centro Medico Fatima	Medical Exams Saltillo	GGF PO10 332373	Carplastic
GEN	Integral waste Mgmt Saltillo	GGF PO09 328988	Carplastic
BAL URBANO CONT PLAGAS SA CV	Pest control for Saltillo	PO10 332155	Carplastic
Equipos Ligeros del Noroeste SA	Owned Forklift maintenance for Saltillo	PO09 329777	Carplastic
PRESEHN SA DE CV (Air Compressor for Saltillo)	Air Compressor for Saltillo	RL10 332744	Carplastic

**Schedule 1.1(i)**

**Computer Software and Hardware**

<b>HIGHLAND PARK - CORPORATE IT HARDWARE</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
	Servers	Corporate IT Assets
	Network equipment	Corporate IT Assets
	Wireless equipment	Corporate IT Assets
	Desktops/Monitors	Corporate IT Assets
	Laptops	Corporate IT Assets
	Printers (Barcode, Laser, Plotter)	
	Scanners (mix of wired and wireless)	
	IPT (VOIP Phones)	Corporate IT Assets

<b>SALTILLO - CORPORATE IT HARDWARE</b>		
<b>Asset No.</b>	<b>Asset Description</b>	<b>Comments</b>
	Servers	Corporate IT Assets
	Network equipment	Corporate IT Assets
	Wireless equipment	Corporate IT Assets
	Desktops/Monitors	Corporate IT Assets
	Laptops	Corporate IT Assets
	Printers (Barcode, Laser, Plotter)	
	Scanners (mix of wired and wireless)	
	IPT (VOIP Phones)	Corporate IT Assets

Software Licensed from a Third Party (Highland Park):

Part No.	Description	Version	Serial No.	Installs
9324RL0300ENET	RSI -RSLGX 500 OFF/ON PROG SOF	6.20.00	1012133682	1
9324RLD300ENET	RSI -RSLGX 500 OFF/ON PROG SOF	6.20.00	1012139142	1
9324RLD300ENET	RSI -RSLGX 500 OFF/ON PROG SOF	6.20.00	1012143663	1
9324RL5300ENET	RSLGX 5 OFF/ON PROG SFT	6.20.00	1112066784	1
9324RL5300ENET	RSLGX 5 OFF/ON PROG SFT	6.20.00	1112068119	1

9324RL5300ENET	RSLGX 5 OFF/ON PROG SFT	6.20.00	1112070647	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203030287	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203030408	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203030838	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203030860	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203035001	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203037158	1
9355WABOEMENET	RSLINX CLASSIC OEM SFTWR	2.41.00	1005046750	1
9355WABOEMENET	RSLINX CLASSIC OEM SFTWR	2.41.00	1005051089	1
9355WABOEMENET	RSLINX CLASSIC OEM SFTWR	2.42.00	1005052667	1
9357ANETL3T	RSNETWORK FOR CNET DNET E	5.00.00	1478000114	1
9357ANETL3T	RSNETWORK FOR CNET DNET E	5.00.00	1478000228	1
9357ANETMD3ET	RSI -RSNETWRX WT MD CNET, DNET	5.00.00	1401000127	1
9357CNETL3T	RSI -RSNETWORX FOR CONTROL NET	5.00.00	1163026181	1
9357CNETL3T	RSI -RSNETWORX FOR CONTROL NET	5.00.00	1163029611	1
9357CNETL3T	RSI -RSNETWORX FOR CONTROL NET	5.00.00	1163032258	1
9357DNETL3T	RSI -RSNETWORX FOR DEVICENET	5.00.00	1235029554	1
9357DNETL3T	RSI -RSNETWORX FOR DEVICENET	5.00.00	1235036003	1
9357DNETL3T	RSI -RSNETWORX FOR DEVICENET	5.00.00	1235037476	1
9357ENETL3T	RSI -RSNETWORX FOR ETHERNET/IP	5.00.00	1669001043	1
9357ENETL3T	RSI -RSNETWORX FOR ETHERNET/IP	5.00.00	1669005930	1
9393RSTCLXT	RST2K FOR CONTROLLOGIX FU	1.00.01	1821000213	1
9393RSTLX5KT	SI -RSTRAINER 2000 MASTERDISK	1.00.01	1823000219	1
9701VWSTENET	SI -RSV STUDIO FOR RSV ENTERP	3.10.00	2529001708	1

Software Application	Vendor	Unit of Measure	Number of Licenses
VIA MAN-IT Sequence Build to Order License	VIA-IT	Line	1
VIA MAN-IT Sequence Pick & Pack (Door and Console)	VIA-IT	Station	2
VIA MAN-IT Track & Trace / Error Proofing License	VIA-IT	Station	63
VIA ERP Interface (BOM, Customer Cross Ref., Backflush and Shipper)	VIA-IT	Facility	1
VIA MAN-IT Plant Floor Device Interface (DCS)	VIA-IT	Facility	1
VIA MAN-IT Report Designer	VIA-IT	Facility	1

Software Licensed from a Third Party (Saltillo):

Software Application	Vendor	Unit of Measure	Number of Licenses
VIA MAN-IT Sequence Build to Order License	VIA-IT	Line	1
VIA MAN-IT Sequence Pick & Pack (Door and Console)	VIA-IT	Station	2
VIA MAN-IT Track & Trace / Error Proofing License	VIA-IT	Station	47
VIA ERP Interface (BOM, Customer Cross Ref.,	VIA-IT	Facility	1

Backflush and Shipper)			
VIA MAN-IT Plant Floor Device Interface (DCS)	VIA-IT	Facility	1
VIA MAN-IT Report Designer	VIA-IT	Facility	1

**Schedule 1.1(j)**

**Permits**

<b>SALTILLO</b>				
<b>LEGAL REQUIREMENTS</b>	<b>OFFICIAL NUMBER</b>	<b>STARTING DATE</b>	<b>ENDING DATE</b>	<b>DURATION</b>
Water Contract	0159/08	1/26/2009	None	Permanent
Cafeteria Operation License	2005/19A135	1/23/2009	Annual	Annual
Floor Space Use License	06S-US-622	1/30/2008	None	During Construction Stage
Functioning and Operating License	N°.DU-052-09	10/6/2009	None	Until present status changes
Hazardous Waste Producer Registration	CAR910503011	2/23/2009	None	Until present status changes
Producer of Hazardous Waste Self Classification Registration	N/A	2/24/2009	None	Until present status changes
Non-Hazardous Waste Producer Registration.	Application in process	2/9/2010	TBD	Until present status changes
Annual Operation Permit (Hazardous Waste)	N/A	N/A	N/A	N/A
Annual Operation Permit (Non-Hazardous Waste)	Application in process	2/9/2010	TBD	Annual
Emergency plan recorded with the Civil Protection	N/A	7/31/2009	6/16/2011	Bi-Annual
Risk Assessment (with government)	N/A	7/31/2009	6/16/2011	Bi-Annual
Stationary LP Gas Tank and Gas Fittings Leak-Proof Certificate	N°360/09	11/20/2009	Permanent	Permanent
1 High Pressure Container Permit	N°05-F091-111-02	2/23/2010	2/23/2015	10 Years
Environmental Impact Preventative Report	Application in process	2/18/2010	TBD	Annual

<b>HIGHLAND PARK</b>				
<b>LEGAL REQUIREMENTS</b>	<b>OFFICIAL NUMBER</b>	<b>STARTING DATE</b>	<b>ENDING DATE</b>	<b>DURATION</b>
City of Highland Park Business License	TBD	5/1/2009	4/30/2010	Annual
Industrial Facilities Exemption Certificate	2007-158	12/31/2007	12/30/2014	7 years

<b>LEGAL REQUIREMENTS</b>	<b>OFFICIAL NUMBER</b>	<b>STARTING DATE</b>	<b>ENDING DATE</b>	<b>DURATION</b>
Industrial Facilities Exemption Certificate	119-2007	12/31/2007	12/30/2014	7 years



**Schedule 1.1(l)**

**Other Assets**

None.

**Schedule 1.2(c)**

**Excluded Assets**

<b>1). Assets Located At Carplastic</b>		
<b>-Asset #-</b>	<b>Program</b>	<b>Description</b>
Chrysler owned	Multiple	Airbag Test Chamber
1617393	Multiple	Regrinder - Grain Analyzer

<b>2). Honda Highland Park Assets</b>		
<b>-Asset #-</b>	<b>Program</b>	<b>Description</b>
GR856635	TL	TL END ITEM RACKS
GR855811	TL	TL SUBSTRATE WIP RACKS
16150061	MDX	MDX SUBSTRATE WIP RACKS
F0855750	TL	ASSEMBLY MACHINES (AIRBAG, SEAL, DEMISTER ASSY)
F855764A	TL	DEFROSTER DUCT HEAT STAKE MACHINE
F855764C	TL	DUCTS TO IP SONIC WELDING
1617235, F0855977	TL	FLAME TREAT CELL , VENTILATION
F855764B	TL	NVH PAD WELDING MACHINE /carousel
16170441	MDX	REPAIR STATION
GR855854C	TL	SMALL PARTS WELDER
GR855983	TL	SMALL PARTS WELDER
GR85660	TL	SMALL PARTS WELDER
F855764D	TL	TL CLIP CELL
16150060	TL	TL DUCT WIP RACKS
GR856050	TL	TL SKIN RACKS
16170415, 16170416, BL855906, F855554A	TL	WATERJET MACHINES, ELECTRICAL COMPONENTS, TRIMMING MACHINE and water filtering system
16260051, GR856589, GR856617, GR856619, GR856655	TL	IT HARDWARE- PRINTER, EPS PROC
16150060	TL	TL DUCT WIP RACKS
GR856050	TL	TL SKIN RACKS
281280, 16170373	TL	MAAC NVF AND ROBOT AND DIE CARTS
F855553A, F855553B	TL	RIM 1/2 FOAM MOLDING
16260051, GR856589, GR856617, GR856619, GR856655	TL	IT HARDWARE- PRINTER, EPS PROCESS
16260051, GR856589, GR856617, GR856619, GR856655	TL	IT HARDWARE- PRINTER, EPS PROCESS

<b>3). Honda Highland Park Assets</b>		
16170440	MDX	AIRBAG SUB-ASSEMBLY MACHINE
F855764E	MDX	MDX CLIP CELL / carousel
16170439	MDX	NVH PAD WELDING MACHINE
1617211	MDX/TL	AGFM MECH. SCORING MACHINE
16260051, GR856589, GR856617, GR856619, GR856655	MDX	IT HARDWARE- PRINTER, EPS PROCESS
16170400, 16170437	MDX	WATERJET TRIMMING MACHINE
1617000238	MDX	FLAME TREAT CELL
16260051, GR856589, GR856617, GR856619, GR856655	MDX	IT HARDWARE- PRINTER, EPS PROCESS
16260051, GR856589, GR856617, GR856619, GR856655	MDX	IT HARDWARE- PRINTER, EPS PROCESS
		13M MDX Equipment Rebate
		13M MDX Equipment Rebate
16150061	MDX	MDX SUBSTRATE WIP RACKS
16150064	MDX	MDX END ITEM RACKS
F855764F	MDX / TL	REPAIR STATION
F0857196	MDX/TL	DRYER, HOPPERS (INJECTION MOLDING), 4000#
F0857196	MDX/TL	FLOOR FILTER, 20"
F0857196	MDX/TL	VACUUM PUMP
F0855754	MDX/TL	FOAM DELIVERY SYSTEM
F0856411	MDX/TL	FOAM- ISO-POLY TOTE SYSTEM
F0856193	MDX/TL	FOAM RINGLINE
1617240 16170436	MDX	RIM 1/2- FOAM MOLDING MACHINE
16260051, GR856589, GR856617, GR856619, GR856655	MDX	IT HARDWARE- PRINTER, EPS PROCESS
1617236	MDX	AVT NVF (VACUUM FORMING), skin carts and racks
16260051, GR856589, GR856617, GR856619, GR856655	MDX	IT HARDWARE- PRINTER, EPS PROCESS
GR856050	TL	TL SKIN RACKS (plus qty 2 prototype racks)

**4). Honda Inventory**

**5). Nissan Inventory**

**6). Honda Highland Park Returnable Containers**

<b>Prod Line Desc</b>	<b>Item Number</b>	<b>Description</b>
Instrument Panel	AP	Honda TL 402 Pallets
Instrument Panel	C	Honda TL 402 Duct Totes
Instrument Panel	SPEC	MDX Packaging (see asset # 16150061 above)
Cockpit	C-Tote	Honda Duct Shipping Totes
Cockpit	HPSERV01	MDX SERVICE IP RACKS
Cockpit	HPSERV02	TL IP SERVICE RACKS
Cockpit	SPEC001669	MDX IP RACKS (see asset # 16150061 above)
Cockpit	SR002206	Steel Shipping Racks (see asset # GR856635 above)
Cockpit	XX	MDX IP RACKS (see asset # 16150061 above)

7). Any and all rights of Seller or its Affiliates to control, or otherwise relating to, the defense of, and/or settlement negotiations pertaining to, matters in connection with the Litigation (as defined in the Landlord Agreement).

**Schedule 1.3(b)**

**Cure Amounts**

<b>Contracting Party Name</b>	<b>503(b)9 Claim Amount</b>	<b>Pre-Petition Unsecured Claim</b>
Oakland Park L.L.C. IX	\$0.00	\$0.00
City of Highland Park/Wayne County	\$0.00	\$0.00

**Schedule 1.4**  
**Excluded Liabilities**

None.



## **Schedule 3.2(a)**

### **Other Real Property and Intellectual Property Transfer Documents**

Assignment and Assumption of Lease, by and among, VC Regional Assembly & Manufacturing, LLC and Visteon Corporation, together as assignor, and Johnson Controls Interiors L.L.C., as assignee, for leased real property located at 12775 Oakland Park Boulevard, Highland Park, MI 48203.

The assignment and assumption agreement relating to the transfer to Mexico Buyer of that certain Lease Agreement dated February 8, 2008 by and between Carplastic, as tenant, and Davisa Desarrollos Inmobiliarios, S.A. de C.V., as landlord, relating to the premises located at C, Servidumbre de Paso #851 V1, Parque Industrial Santa Monica, Ejido Derramadero, Saltillo Tamaulipas 25300, Mexico, as amended by that certain Amendment No. 1 to Lease Agreement dated August 25, 2008 by and between Carplastic and Davisa Desarrollos Inmobiliarios, S.A. de C.V.

Consent relating to the lease of the Saltillo, Mexico facility as set forth on Schedule 12.3(c)

**Schedule 4.2**  
**Authorization**

None.

### **Schedule 4.3**

#### **No Conflict or Violation**

Reference is hereby made to Schedule 1.1(a).

Reference is hereby made to Schedule 4.4.

Reference is hereby made to Schedule 12.3(c).

Notice of assignment must be provided to the contracting party in connection with the assignment of the following Contract:

Cafeteria Services Agreement dated April 4, 2009 by and between Carplastic and Armonia en Alimentos S.A. de C.V.

## **Schedule 4.4**

### **Governmental Consents and Approvals**

Reference is hereby made to the Governmental Consents required by Article 10 of the Agreement.

Notice of assignment must be provided to the City of Highland Park, Wayne County, Michigan, and the Michigan State Tax Commission in connection with the assignment of the following Contracts:

Public Act 328 New Personal Property Exemption Agreement between City of Highland Park, Wayne County, Michigan and Visteon Corporation dba VC Ram LLC, dated as of February 8, 2007, and any and all personal property exemption certificates issued pursuant to, or in connection with, such Agreement

Public Act 198 Industrial Facilities Exemption Agreement between City of Highland Park, Wayne County, Michigan and Visteon Corporation dba VC Ram LLC, dated as of February 8, 2007, and any and all industrial facilities exemption certificates issued pursuant to, or in connection with, such Agreement

## Schedule 4.5

### Material Contracts

Reference is hereby made to Schedule 1.1(a).

Reference is hereby made to Schedule 1.1(d).

Reference is hereby made to Schedule 4.10(d).

Reference is hereby made to Schedule 4.10(e).

Master Professional Services and Software Agreement by and between Visteon Corporation and VIA Information Tools, Inc.

### Production Supplier Contracts

Supplier Name	Visteon Entity	Location	PO No.	PO Issue Date	Estimated Cure Amt (at supplier level)
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - Chrysler Warren Truck	4600067139	1/29/2009	120,363
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP & Saillilo	4600062755	1/31/2008	
Ultra Manufacturing Ltd.	Visteon Corporation	Groveport Ohio	4600064360	5/15/2008	
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP	4600062965	1/31/2008	
Ultra Manufacturing Ltd.	Visteon Corporation	Groveport Ohio	4600064354	5/15/2008	
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP & Saillilo	4600065138	7/1/2008	

Supplier Name	Visteon Entity	Location	PO No.	PO Issue Date	Estimated Cure Amt (at supplier level)
Ultra Manufacturing Ltd.	Visteon Corporation	Groveport Ohio	4600066549	11/4/2008	
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP & Saitillo	4600065731	7/1/2008	
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP	4600069251	5/21/2009	
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP & Saitillo	4600069252	5/21/2009	
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP & Saitillo	4600070025	8/24/2009	
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP	4600066948	12/10/2008	
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP & Saitillo	4600066953	12/10/2008	
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP & Saitillo	4600066954	12/10/2008	
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP & Saitillo	4600066955	12/10/2008	
Ultra Manufacturing Ltd.	Visteon Corporation	VDSO - HP & Saitillo	4600066956	12/10/2008	
Ultra Manufacturing Ltd.	Visteon Corporation	Highland Park	P1000672	1/12/2009	
Ultra Manufacturing Ltd.	Visteon Corporation	Saitillo	P1000629	11/5/2008	
Acument Global Technology	Visteon Corporation	Highland Park	P1000557	10/17/2008	9,158

Supplier Name	Visteon Entity	Location	PO No.	PO Issue Date	Estimated Cure Amt (at supplier level)
Acument Global Technology	Visteon Corporation	Highland Park	P1000049	12/12/2007	
Acument Global Technology	Visteon Corporation	Saltillo	P1000764	5/19/2009	
Acument Global Technology	Visteon Corporation	Highland Park	P1000760	5/19/2009	
Acument Global Technology	Visteon Corporation	Saltillo	P1000745	4/23/2009	
Advanced Composites	Visteon Corporation	Highland Park	P1000394	6/3/2008	120,679
American & Efird	Visteon Corporation	Highland Park	P1000685	1/27/2009	
Jing Mie Automotive Limited	Visteon Corporation	VDSO - Chrysler Warren Truck & Chrysler Saltillo	4600061714	11/30/2007	
Americhem Inc.	Visteon Corporation	Carplastic	KW34445-02	4/13/2009	135,203
Americhem Inc.	Visteon Corporation	Carplastic	KW34446-02	4/13/2009	
Americhem Inc.	Visteon Corporation	Carplastic	KW3461-02	4/13/2009	
Americhem Inc.	Visteon Corporation	Carplastic	KW3784-02	4/13/2009	
Americhem Inc.	Visteon Corporation	Carplastic	KW3771-02	4/14/2009	
Americhem Inc.	Visteon Corporation	Carplastic	KW3253-02	4/13/2009	
Americhem Inc.	Visteon Corporation	Highland Park	P1000044	12/12/2007	
Armada Rubber Manufacturing	Visteon Corporation	Highland Park	P1000826	9/30/2009	



Supplier Name	Visteon Entity	Location	PO No.	PO Issue Date	Estimated Cure Amt (at supplier level)
Uniform Color Company	Visteon Corporation	Highland Park	P1000809	8/20/2009	6,185
Van Rob Stamping Inc.	Visteon Corporation	VDSO - HP & Saltillo	4600062964	1/31/2008	
ATF Inc.	Visteon Corporation	Highland Park	P1000526	9/15/2008	1,140
ATF Inc.	Visteon Corporation	Saltillo	P1000598	11/4/2008	
Creative Foam Corporation	Visteon Corporation	Highland Park	P1000510	8/26/2008	22,475
Creative Foam Corporation	Visteon Corporation	Saltillo	P1000605	11/4/2008	
Eimo Technologies Incorporated	Visteon Corporation	VDSO - HP & Saltillo	4600063034	3/14/2008	207,386
Eimo Technologies Incorporated	Visteon Corporation	Groveport Ohio	4600063388	4/8/2008	
Eimo Technologies Incorporated	Visteon Corporation	VDSO - HP & Saltillo	4600063036	1/1/2008	
Eimo Technologies Incorporated	Visteon Corporation	Groveport Ohio	4600063387	4/8/2008	
Eimo Technologies Incorporated	Visteon Corporation	VDSO - HP & Saltillo	4600063046	1/1/2008	
Eimo Technologies Incorporated	Visteon Corporation	VDSO - HP & Saltillo	4600065016	5/21/2008	
Eimo Technologies Incorporated	Visteon Corporation	VDSO - HP & Saltillo	4600065026	5/21/2008	
Eimo Technologies Incorporated	Visteon Corporation	VDSO - HP & Saltillo	4600065029	5/21/2008	

Supplier Name	Visteon Entity	Location	PO No.	PO Issue Date	Estimated Cure Amt (at supplier level)
Eimo Technologies Incorporated	Visteon Corporation	Salttilo VDSO - HP & Salttilo	4600065030	5/21/2008	
Eimo Technologies Incorporated	Visteon Corporation	Groveport Ohio	4600063391	4/8/2008	
Eimo Technologies Incorporated	Visteon Corporation	Salttilo	P1000625	11/5/2008	
Eimo Technologies Incorporated	Visteon Corporation	Highland Park	P1000753	5/14/2009	
Florida Production Engineering	Visteon Corporation	Highland Park	P1000541	10/2/2008	312,930
Florida Production Engineering	Visteon Corporation	Highland Park	P1000433	7/1/2008	
Florida Production Engineering	Visteon Corporation	Highland Park	P1000431	7/1/2008	
Florida Production Engineering	Visteon Corporation	Salttilo	P1000630	11/5/2008	
Florida Production Engineering	Visteon Corporation	Salttilo	P1000631	11/5/2008	
Florida Production Engineering	Visteon Corporation	Salttilo	P1000615	11/4/2008	
Janeville Acoustics	Visteon Corporation	Highland Park	P1000830	10/7/2009	681,236
Janeville Acoustics	Visteon Corporation	Salttilo	P1000828	10/7/2009	
Leon Plastic Inc.	Visteon Corporation	Highland Park	P1000780	6/12/2009	705,436
Leon Plastic Inc.	Visteon Corporation	Salttilo	P1000782	6/17/2009	

Supplier Name	Visteon Entity	Location	PO No.	PO Issue Date	Estimated Cure Amt (at supplier level)
Miniature Precision Components	Visteon Corporation	VDSO - Chrysler Warren Truck & Chrysler Saltillo	4600065050	6/1/2008	133,740
Miniature Precision Components	Visteon Corporation	VDSO - Chrysler Warren Truck & Chrysler Saltillo	4600065049	6/1/2008	
Miniature Precision Components	Visteon Corporation	Highland Park	P1000418	7/1/2008	
Miniature Precision Components	Visteon Corporation	Saltillo	P1000660	12/4/2008	
Plastomer Corporation	Visteon Corporation	Highland Park	P1000424	7/1/2008	3,336
Plastomer Corporation	Visteon Corporation	Saltillo	P1000684	1/26/2009	
Semplex Corporation	Visteon Corporation	Highland Park	P1000038	12/12/2007	19,765
Semplex Corporation	Visteon Corporation	Saltillo	P10000604	11/4/2008	
Summit Polymers Inc.	Visteon Corporation	VDSO - HP & Saltillo	4600068787	5/6/2009	61,279
Summit Polymers Inc.	Visteon Corporation	VDSO - HP & Saltillo	4600068791	5/6/2009	
Summit Polymers Inc.	Visteon Corporation	Groveport Ohio	4600069678	8/12/2009	
Summit Polymers Inc.	Visteon Corporation	VDSO - HP & Saltillo	4600066972	11/24/2008	
Summit Polymers Inc.	Visteon Corporation	VDSO - HP & Saltillo	4600066973	11/24/2008	

Supplier Name	Visteon Entity	Location	PO No.	PO Issue Date	Estimated Cure Amt (at supplier level)
Toledo Molding Company	Visteon Corporation	Carplastic	KX5182-03	12/15/2009	
Toledo Molding Company	Visteon Corporation	Carplastic	KX6874-01	2/10/2010	
Toledo Molding Company	Visteon Corporation	Highland Park	P1000013	12/12/2007	
Toledo Molding Company	Visteon Corporation	Highland Park	P1000023	12/12/2007	
Toledo Molding Company	Visteon Corporation	Saltillo	P1000626	11/5/2008	
Toledo Molding Company	Visteon Corporation	Saltillo	P1000837	1/4/2010	
Toledo Molding Company	Visteon Corporation	Highland Park	P1000014	12/12/2007	
Woodbridge Foam Corporation	Visteon Corporation	Highland Park	P1000775	5/26/2009	104,429
THE BROWN COMPANY OF IONIA	Visteon Corporation	Highland Park	P1000010	12/12/2007	
BROWN CORP DE SALTILLO	Visteon Corporation	Saltillo	P1000633	11/5/2008	
GR Spring & Stamping Inc.	Visteon Corporation	Highland Park	P1000421	7/1/2008	14,203
GR Spring & Stamping Inc.	Visteon Corporation	Saltillo	P1000624	11/5/2008	
GR Spring & Stamping Inc.	Visteon Corporation	VDSO - HP & Saltillo	4600065126	7/1/2008	
Inzi Controls Alabama Inc.	Visteon Corporation	Saltillo	P1000836	12/23/2009	
Kyowa Skins	Visteon Corporation	Highland Park	P1000399	6/30/2008	247,644
Basell USA Inc.	Visteon Corporation	Highland Park	P1000770	5/21/2009	13,520

Supplier Name	Visteon Entity	Location	PO No.	PO Issue Date	Estimated Cure Amt (at supplier level)
Basell USA Inc.	Visteon Corporation	Highland Park	P1000768	5/21/2009	
Basell USA Inc.	Visteon Corporation	Carplastic	KW4336-07	11/11/2009	
Timmerman	Visteon Corporation	Highland Park	P1000472	4/21/2008	10,900
Timmerman	Visteon Corporation	Saltillo	P1000697	2/13/2009	
Timmerman	Visteon Corporation	Highland Park	P1000668	1/7/2009	
Timmerman	Visteon Corporation	Saltillo	P1000611	11/4/2008	
Atlantic Automotive Components	Visteon Corporation	Saltillo	P1000645	11/11/2008	
Atlantic Automotive Components	Visteon Corporation	Highland Park	P1000047	12/12/2007	
Atlantic Automotive Components	Visteon Corporation	Highland Park	P1000350	6/3/2008	
Atlantic Automotive Components	Visteon Corporation	Saltillo	P1000805	8/10/2009	
Atlantic Automotive Components	Visteon Corporation	Saltillo	P1000693	2/9/2009	
Atlantic Automotive Components	Visteon Corporation	Highland Park	P1000034	12/12/2007	
JVIS MANUFACTURING LLC	Visteon Corporation	Highland Park	P1000848	3/8/2010	
JVIS MANUFACTURING LLC	Visteon Corporation	Highland Park	P1000847	3/8/2010	
Supply Technologies LLC	Visteon Corporation	Highland Park	P1000373	6/27/098	
Supply Technologies LLC	Visteon Corporation	Highland Park	P1000802	8/6/2009	

Supplier Name	Visteon Entity	Location	PO No.	PO Issue Date	Estimated Cure Amt (at supplier level)
Supply Technologies LLC	Visteon Corporation	Saltillo	P1000599	11/4/2008	
ILLINOIS TOOL WORKS INC	Visteon Corporation	Saltillo	P1000606	11/4/2008	787
ILLINOIS TOOL WORKS INC	Visteon Corporation	Highland Park	P1000405	7/1/2008	
ILLINOIS TOOL WORKS INC	Visteon Corporation	Highland Park	P1000121	2/29/2008	
ILLINOIS TOOL WORKS INC	Visteon Corporation	Saltillo	P1000609	11/4/2008	
UNIQUE FABRICATING INC	Visteon Corporation	Highland Park	P1000695	2/12/2009	11,387
Unique Fabricating Inc.	Visteon Corporation	Highland Park	P1000467	7/17/2008	
Unique Fabricating Inc.	Visteon Corporation	Saltillo	P1000564	10/24/2008	
Unique Fabricating Inc.	Climate Systems Mexicana S.A. de C. V.	VDSO - Saltillo	4600069848	7/27/2009	
UNIQUE FABRICATING INC	Visteon Corporation	VDSO -HP	4600069460	7/28/2009	

  

Service Contracts			
Vendor name	Visteon Entity	Ship To Location	MM Contract Description
Brown Corporation of	Visteon Corporation	Groveport Ohio	4600066157 Beam Assembly - Cross Car
EIMO TECHNOLOGIES IN	Visteon Corporation	Groveport Ohio	4600063391 Bezel Assembly - IP - 115
EIMO TECHNOLOGIES IN	Visteon Corporation	Groveport Ohio	4600063505 Grille Assembly - IP Spea

<b>Vendor name</b>	<b>Visteon Entity</b>	<b>Ship To Location</b>	<b>MM Contract</b>	<b>Description</b>
EIMO TECHNOLOGIES IN	Visteon Corporation	Groveport Ohio	4600063506	Grille Assembly - IP Spea
EIMO TECHNOLOGIES IN	Visteon Corporation	Groveport Ohio	4600063507	Grille Assembly - IP Spea
EIMO TECHNOLOGIES IN	Visteon Corporation	Groveport Ohio	4600063508	Grille Assembly - IP Spea
EIMO TECHNOLOGIES IN	Visteon Corporation	Groveport Ohio	4600065243	Grille Assembly - IP Spea
EIMO TECHNOLOGIES IN	Visteon Corporation	Groveport Ohio	4600065244	Grille Assembly - IP Spea
EIMO TECHNOLOGIES IN	Visteon Corporation	Groveport Ohio	4600065246	Grille Assembly - IP Spea
EIMO TECHNOLOGIES IN	Visteon Corporation	Groveport Ohio	4600065247	Grille Assembly - IP Spea
FLORIDA PRODUCTION E	Visteon Corporation	Groveport Ohio	4600066145	Bezel Assembly - IP - Clu
FLORIDA PRODUCTION E	Visteon Corporation	Groveport Ohio	4600066743	Bezel Assembly - IP - Clu
FLORIDA PRODUCTION E	Visteon Corporation	Groveport Ohio	4600066744	Bezel Assembly - IP - Clu
FURUKAWA ELECTRIC NO	Visteon Corporation	Groveport Ohio	4600064888	Wire Assy - Console 100%
FURUKAWA ELECTRIC NO	Visteon Corporation	Groveport Ohio	4600064889	Wire Assy - Console Rear
FURUKAWA ELECTRIC NO	Visteon Corporation	Groveport Ohio	4600064890	Wire Assy - Console Power
FURUKAWA ELECTRIC NO	Visteon Corporation	Groveport Ohio	4600064891	Wire Assy - Console Pwr P
FURUKAWA ELECTRIC NO	Visteon Corporation	Groveport Ohio	4600064892	Wire Assy - Console Pwr P
GR SPRING & STAMPING	Visteon Corporation	Groveport Ohio	4600063895	Bracket - IP - Glove Box
GR SPRING & STAMPING	Visteon Corporation	Groveport Ohio	4600063898	Bracket - IP - Glove Box
GR SPRING & STAMPING	Visteon Corporation	Groveport Ohio	4600066123	Striker - IP - Lower Box



<b>Vendor name</b>	<b>Visteon Entity</b>	<b>Ship To Location</b>	<b>MM Contract</b>	<b>Description</b>
INOAC AUTOMOTIVE, LL	Visteon Corporation	Groveport Ohio	4600065120	Mat - Console lower armr
INOAC AUTOMOTIVE, LL	Visteon Corporation	Groveport Ohio	4600068394	Armrest Assembly - Consol
INOAC AUTOMOTIVE, LL	Visteon Corporation	Groveport Ohio	4600068395	Armrest Assembly - Consol
INOAC AUTOMOTIVE, LL	Visteon Corporation	Groveport Ohio	4600068396	Armrest Assembly - Consol
JING MEI AUTOMOTIVE	Visteon Corporation	Groveport Ohio	4600066809	Trim - Console Decorative
LENAWEE STAMPING COR	Visteon Corporation	Groveport Ohio	4600063580	Bracket Assembly - IP - F
MINIATURE PRECISION	Visteon Corporation	Groveport Ohio	4600063477	Mat - Console S Light Dut
MINIATURE PRECISION	Visteon Corporation	Groveport Ohio	4600063534	Mat - IP - Register Box
MINIATURE PRECISION	Visteon Corporation	Groveport Ohio	4600063511	Mat - IP - Upper Tray
MINIATURE PRECISION	Visteon Corporation	Groveport Ohio	4600065196	Mat - Console - AT Fin
MINIATURE PRECISION	Visteon Corporation	Groveport Ohio	4600065058	Mat - Console - Cupholder
MINIATURE PRECISION	Visteon Corporation	Groveport Ohio	4600069866	Mat Console Heavy Duty w/
SOUTHCO INC.	Visteon Corporation	Groveport Ohio	4600064761	Latch Assembly - IP - Low
SOUTHCO INC.	Visteon Corporation	Groveport Ohio	4600065561	Latch Assembly - IP - Low
SUMMIT POLYMERS, INC	Visteon Corporation	Groveport Ohio	4600065840	Cup Holder Assembly - IP
SUMMIT POLYMERS, INC	Visteon Corporation	Groveport Ohio	4600065841	Cup Holder Assembly - IP
SUMMIT POLYMERS, INC	Visteon Corporation	Groveport Ohio	4600069679	Cup Holder Assembly - IP
SUMMIT POLYMERS, INC	Visteon Corporation	Groveport Ohio	4600069678	Cup Holder Assembly - IP

<b>Vendor name</b>	<b>Visteon Entity</b>	<b>Ship To Location</b>	<b>MM Contract</b>	<b>Description</b>
TOLEDO MOLDING & DIE	Visteon Corporation	Groveport Ohio	4600063485	Duct - Demist Window - RH
TOLEDO MOLDING & DIE	Visteon Corporation	Groveport Ohio	4600063486	Duct - Demist Window - LH
TOLEDO MOLDING & DIE	Visteon Corporation	Groveport Ohio	4600063487	Duct - Air - RH
TOLEDO MOLDING & DIE	Visteon Corporation	Groveport Ohio	4600065584	Duct - Air - LH
TOLEDO MOLDING & DIE	Visteon Corporation	Groveport Ohio	4600063489	Duct Assembly - Air - Cen
TOLEDO MOLDING & DIE	Visteon Corporation	Groveport Ohio	4600065192	Duct - Console
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066546	Vent Assembly - IP - LHO
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066544	Vent Assembly - IP - RHO
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600064235	Vent Assembly - Console S
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600064236	Vent Assembly - Console S
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066545	Vent Assembly - IP - LHO
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066543	Vent Assembly - IP - RHO
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066542	Vent Assembly - IP - LHC
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066540	Vent Assembly - IP - RHC
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066224	Vent Assembly - IP - RHC
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066541	Vent Assembly - IP - LHC
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066407	Box - IP - Register
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600065122	Mat Console -AT Fin Rear

Vendor name	Visteon Entity	Ship To Location	MM Contract	Description
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066225	Vent Assembly - IP - RHO
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066226	Vent Assembly - IP - LHO
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066548	Bezel Assembly - IP - Cen
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066282	Bezel Assembly - IP - Cen
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066551	Bezel Assembly - IP - Cen
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600068483	Bezel Assembly - IP - Cen
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066553	Bezel Assembly - IP - Cen
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600066550	Bezel Assembly - IP - Cen
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600067421	Panel Assembly - Front
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600070390	Vent Assembly - Console S
ULTRA MANUFACTURING	Visteon Corporation	Groveport Ohio	4600070380	Vent Assembly - Console S
UNIQUE FABRICATING I	Visteon Corporation	Groveport Ohio	4600070628	Mat-IP IPOD-Die Cut Close

**Non Production Contracts**

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)
NISSAN TRADING	Visteon Corporation	Highland Park	HP 10867	3/8/2010	In prod PO
UNIFORM COLOR COMPANY	Visteon Corporation	Highland Park	HP 10464	2/9/2010	In prod PO
UNIFORM COLOR COMPANY	Visteon Corporation	Highland Park	HP 10360	5/5/2009	In prod PO
UNIFORM COLOR COMPANY	Visteon Corporation	Highland Park	HP 5327	3/20/2009	In prod PO
AMERICHEM	Visteon Corporation	Highland Park	HP 5352	6/4/2008	In prod PO
AMERICHEM	Visteon Corporation	Highland Park	HP 5342	4/1/2008	In prod PO
AMERICHEM	Visteon Corporation	Highland Park	HP 5408	11/30/2009	In prod PO
AMERICHEM	Visteon Corporation	Highland Park	HP 5424	11/13/2009	In prod PO
AMERICHEM	Visteon Corporation	Highland Park	HP 10777	11/16/2009	In prod PO
HI-TECH MOLD & ENG	Visteon Corporation	Highland Park	HP 10871	12/15/2009	92,755
HI-TECH MOLD & ENG	Visteon Corporation	Highland Park	HP 10911	2/23/2010	
ALTA LIFT TRUCK SERVICES	Visteon Corporation	Highland Park	HP 10903	3/8/2010	39,560
ALTA LIFT TRUCK SERVICES	Visteon Corporation	Highland Park	HP 10890	3/4/2010	
ABB INC	Visteon Corporation	Highland Park	HP 10824	2/25/2010	
NATIONAL CONTROL SYSTEMS INC	Visteon Corporation	Highland Park	HP 10400	1/25/2010	
NATIONAL CONTROL SYSTEMS	Visteon Corporation	Highland Park	HP 10717	4/8/2009	

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)
INC					
HILL MACHINERY CO	Visteon Corporation	Highland Park	HP 10856	11/13/2009	7,500
ENGEL MACHINERY INC	Visteon Corporation	Highland Park	HP 10646	2/12/2010	
ENGEL MACHINERY INC	Visteon Corporation	Highland Park	HP 10862	10/12/2009	
ENGEL MACHINERY INC	Visteon Corporation	Highland Park	HP 10666	2/12/2010	
NEW TECHNOLOGIES TOO & MFG	Visteon Corporation	Highland Park	HP 10893	10/16/2009	5,448
NEW TECHNOLOGIES TOO & MFG	Visteon Corporation	Highland Park	HP 10665	2/26/2010	
NEW TECHNOLOGIES TOO & MFG	Visteon Corporation	Highland Park	HP 10300	10/16/2009	
TA SYSTEMS INC	Visteon Corporation	Highland Park	HP 10875	1/28/2009	
CREATIVE FOAM CORPORATION	Visteon Corporation	Highland Park	HP 10601	2/23/2010	In prod PO
ALPINE POWER SYSTEMS INC	Visteon Corporation	Highland Park	HP 10897	9/21/2009	
ALRO STEEL CORP	Visteon Corporation	Highland Park	HP 10659	3/1/2010	
EQUITY INDUSTRIAL SUPPLY INC	Visteon Corporation	Highland Park	HP 10612	10/16/2009	
EQUITY INDUSTRIAL SUPPLY INC	Visteon Corporation	Highland Park	HP 10747	9/24/2009	
EQUITY INDUSTRIAL SUPPLY INC	Visteon Corporation	Highland Park	HP 10552	11/23/2009	
EQUITY INDUSTRIAL SUPPLY INC	Visteon Corporation	Highland Park	HP 10886	7/16/2009	

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)
COOLANT CONTROL INC	Visteon Corporation	Highland Park	HP 10619	2/24/2010	1,409
COOLANT CONTROL INC	Visteon Corporation	Highland Park	HP 10850	9/28/2009	
COOLANT CONTROL INC	Visteon Corporation	Highland Park	HP 10620	2/10/2010	
COOLANT CONTROL INC	Visteon Corporation	Highland Park	HP 10839	9/28/2009	
COOLANT CONTROL INC	Visteon Corporation	Highland Park	HP 10780	2/2/2010	
COOLANT CONTROL INC	Visteon Corporation	Highland Park	HP 10895	12/22/2009	
MOORE NORTH AMERICA	Visteon Corporation	Highland Park	HP 10909	2/26/2010	2,601
MOTION INDUSTRIES	Visteon Corporation	Highland Park	HP 10762	3/8/2010	(5,963)
MOTION INDUSTRIES	Visteon Corporation	Highland Park	HP 10624	12/4/2009	
MOTION INDUSTRIES	Visteon Corporation	Highland Park	HP 10908	10/1/2009	
MOTION INDUSTRIES	Visteon Corporation	Highland Park	HP 10520	3/8/2010	
MOTION INDUSTRIES	Visteon Corporation	Highland Park	HP 10916	7/3/2009	
MOTION INDUSTRIES	Visteon Corporation	Highland Park	HP 10805	3/10/2010	
PROPANE SERVICES INC	Visteon Corporation	Highland Park	HP 10831	1/13/2010	10,295
PROPANE SERVICES INC	Visteon Corporation	Highland Park	HP 10901	1/27/2010	
PROPANE SERVICES INC	Visteon Corporation	Highland Park	HP 10853	3/2/2010	

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)
PROPANE SERVICES INC	Visteon Corporation	Highland Park	HP 10396	2/11/2010	
NES	Visteon Corporation	Highland Park	HP 10773	4/8/2009	67
NES	Visteon Corporation	Highland Park	HP 10490	12/14/2009	
MICHIGAN MEASUREMENT	Visteon Corporation	Highland Park	HP 10907	5/21/2009	
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10470	3/8/2010	448
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10905	5/11/2009	
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10593	3/5/2010	
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10878	9/4/2009	
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10879	2/24/2010	
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10604	2/24/2010	
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10576	9/21/2009	
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10803	8/10/2009	
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10910	1/13/2010	
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10555	3/8/2010	
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10573	7/16/2009	
E & R INDUSTRIAL	Visteon Corporation	Highland Park	HP 10740	8/4/2009	



Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)
GOVERNOR BUSINESS SOLUTIONS	Visteon Corporation	Highland Park	HP 10709	11/19/2009	
GOVERNOR BUSINESS SOLUTIONS	Visteon Corporation	Highland Park	HP 10842	11/12/2009	
GOVERNOR BUSINESS SOLUTIONS	Visteon Corporation	Highland Park	HP 10881	2/2/2010	
WORKPLACE SOLUTIONS LLC	Visteon Corporation	Highland Park	HP 10913	2/24/2010	284
WORKPLACE SOLUTIONS LLC	Visteon Corporation	Highland Park	HP 10675	3/9/2010	
WORKPLACE SOLUTIONS LLC	Visteon Corporation	Highland Park	HP 10128	10/22/2009	
CONCENTRA MEDICAL CENTERS	Visteon Corporation	Highland Park	HP 1009	5/15/2008	692
CORPORATE HEALTH RESOURCES I	Visteon Corporation	Highland Park	HP 10238	4/17/2008	9,236
CORPORATE HEALTH RESOURCES I	Visteon Corporation	Highland Park	HP 10625	10/17/2008	
AIC EQUIPMENT & CONTROLS INC	Visteon Corporation	Highland Park	HP 10855	10/1/2009	
AIC EQUIPMENT & CONTROLS INC	Visteon Corporation	Highland Park	HP 10402	2/12/2010	
AIC EQUIPMENT & CONTROLS INC	Visteon Corporation	Highland Park	HP 10091	4/8/2009	
STATE CHEMICAL MANUFACTURING	Visteon Corporation	Highland Park	HP 10869	3/25/2008	
Lawson Products Inc.	Visteon Corporation	Highland Park	HP 10476	2/19/2010	3,104

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)
GRAND RAPIDS SCALE CO	Visteon Corporation	Highland Park	HP 10837	5/12/2009	
City of Eureka	Visteon Corporation	Highland Park	HP 10877	2/2/2010	
QQUEST CORPORATION	Visteon Corporation	Highland Park	HP 10094	2/24/2010	773
QQUEST CORPORATION	Visteon Corporation	Highland Park	HP 10864	4/7/2008	
DURKOPP ADLER AMERICA	Visteon Corporation	Highland Park	HP 10662	2/17/2010	
DURKOPP ADLER AMERICA	Visteon Corporation	Highland Park	HP 10473	10/16/2009	
VALUE OPTIONS INC	Visteon Corporation	Highland Park	HP 10410	5/11/2009	304
1 SOURCE PLASTICS LTD	Visteon Corporation	Highland Park	HP 10487	4/16/2009	73,515
1 SOURCE PLASTICS LTD	Visteon Corporation	Highland Park	HP 10632	5/20/2009	
ASI DATAMYTE INC	Visteon Corporation	Highland Park	HP 10902	10/6/2009	
RS ELECTRONICS INC (TALCUP INC)	Visteon Corporation	Highland Park	HP 10889	3/3/2010	
RS ELECTRONICS INC (TALCUP INC)	Visteon Corporation	Highland Park	HP 10898	2/25/2010	
RS ELECTRONICS INC (TALCUP INC)	Visteon Corporation	Highland Park	HP 10305	3/1/2010	
WASTE MANAGEMENT - UPSTREAM	Visteon Corporation	Highland Park	HP 10866	2/3/2009	52,350
WASTE MANAGEMENT -	Visteon Corporation	Highland Park	HP 10896	2/22/2010	

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)
UPSTREAM					
RS TECHNOLOGIES LTD	Visteon Corporation	Highland Park	HP 10449	3/1/2010	
INTEGRATED INTERIORS	Visteon Corporation	Highland Park	HP 10790	4/28/2009	
KMT ROBOTIC SOLUTION INC	Visteon Corporation	Highland Park	HP 10579	1/8/2010	1,405
KMT ROBOTIC SOLUTION INC	Visteon Corporation	Highland Park	HP 10789	8/10/2009	
KMT ROBOTIC SOLUTION INC	Visteon Corporation	Highland Park	HP 10749	1/8/2010	
KMT ROBOTIC SOLUTION INC	Visteon Corporation	Highland Park	HP 10891	11/23/2009	
KMT ROBOTIC SOLUTION INC	Visteon Corporation	Highland Park	HP 10778	2/25/2010	
SUPERIOR WELDING	Visteon Corporation	Highland Park	HP 10553	12/16/2009	64
SUPERIOR WELDING	Visteon Corporation	Highland Park	HP 10607	7/16/2009	
SUPERIOR WELDING	Visteon Corporation	Highland Park	HP 10681	9/22/2009	
SUPERIOR WELDING	Visteon Corporation	Highland Park	HP 10397	10/26/2009	
SUPERIOR WELDING	Visteon Corporation	Highland Park	HP 10613	4/8/2009	
VIGILANTE SECURITY INC	Visteon Corporation	Highland Park	HP 10271	9/24/2009	
CREDENTIAL CHECK	Visteon Corporation	Highland Park	HP 10861	12/4/2008	
INGERSOLL RAND COMPANY	Visteon Corporation	Highland Park	HP 10760	2/12/2010	

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)
APPLIED HANDLING INC	Visteon Corporation	Highland Park	HP 10492	12/3/2009	6,340
PLASTIC PROCESS EQUIPMENT	Visteon Corporation	Highland Park	HP 10716	6/9/2009	
JENOPTIK LASER TECHNOLOGIES	Visteon Corporation	Highland Park	HP 10906	11/13/2009	
JENOPTIK LASER TECHNOLOGIES	Visteon Corporation	Highland Park	HP 10873	3/8/2010	
JENOPTIK LASER TECHNOLOGIES	Visteon Corporation	Highland Park	HP 10699	3/10/2010	
MARWIN BONNER	Visteon Corporation	Highland Park	HP 10590	11/6/2009	3,600
OMNI FACILITY SERVICES	Visteon Corporation	Highland Park	HP 10865	9/2/2009	20,793
OMNI FACILITY SERVICES	Visteon Corporation	Highland Park	HP 10669	2/18/2010	
BRADFORD COMPANY	Visteon Corporation	Highland Park	HP 10667	10/19/2009	4,000
BRADFORD COMPANY	Visteon Corporation	Highland Park	HP 10846	10/19/2009	
WASHINGTON PENN PLASTIC CO	Visteon Corporation	Highland Park	HP 10852	2/4/2010	
WASHINGTON PENN PLASTIC CO	Visteon Corporation	Highland Park	HP 10696	2/12/2010	
MICHIGAN SPECIALTY COATINGS	Visteon Corporation	Highland Park	HP 10413	11/5/2009	
EDICT SYSTEMS INC.	Visteon Corporation	Highland Park	HP 10483	4/20/2009	205
AIR CENTER, INC.	Visteon Corporation	Highland Park	HP 10565	5/15/2009	
AIR CENTER, INC.	Visteon Corporation	Highland Park	HP 10582	10/12/2009	

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)
AIR CENTER, INC.	Visteon Corporation	Highland Park	HP 10660	8/25/2009	
AMERICAN GFM CORPORATION	Visteon Corporation	Highland Park	HP 10479	10/16/2009	
MAAC MACHINERY	Visteon Corporation	Highland Park	HP 10816	5/19/2009	
COMPLETE PACKAGING INC	Visteon Corporation	Highland Park	HP 10835	1/22/2010	
COMPLETE PACKAGING INC	Visteon Corporation	Highland Park	HP 10644	2/1/2010	
COUNTY ELECTRIC SUPPLY	Visteon Corporation	Highland Park	HP 10753	10/9/2009	
COUNTY ELECTRIC SUPPLY	Visteon Corporation	Highland Park	HP 10614	11/24/2009	
WARREN GIBSON LIMITED	Visteon Corporation	Highland Park	HP 10668	9/24/2009	
CINTAS CORPORATION	Visteon Corporation	Highland Park	HP 10844	10/19/2009	1,131
CINTAS CORPORATION	Visteon Corporation	Highland Park	HP 10706	2/2/2010	
CANNON USA INC	Visteon Corporation	Highland Park	HP 10887	11/9/2009	
CANNON USA INC	Visteon Corporation	Highland Park	HP 10874	2/25/2010	
CANNON USA INC	Visteon Corporation	Highland Park	HP 10783	2/22/2010	
J-COM EDI SERVICE INC	Visteon Corporation	Highland Park	HP 10914	1/5/2010	
VERSAIMAGE SOFTWARE	Visteon Corporation	Highland Park	HP 10849	3/9/2010	
PLATINUM LANDSCAPE INC	Visteon Corporation	Highland Park	HP 10884	2/9/2010	

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)
JV ENTERPRISES LLC	Visteon Corporation	Highland Park	HP 10888	2/24/2010	
THE PIC GROUP	Visteon Corporation	Highland Park	HP 10806	2/25/2010	
LEE INDUSTRIAL CONTRACTING	Visteon Corporation	Highland Park	HP 10876	1/13/2010	
RAY ANTHONY PRINTER INC	Visteon Corporation	Highland Park	HP 10876	2/24/2010	
Flexsign S.A. de C.V.	Carplastic S.A. DE C.V.	Saltillo	SA 10471	1/19/2010	
Flexsign S.A. de C.V.	Carplastic S.A. DE C.V.	Saltillo	SA 10404	11/27/2009	
Risoul y Cia., S.A. de C.V.	Carplastic S.A. DE C.V.	Saltillo	SA 10328	10/13/2009	
Risoul y Cia., S.A. de C.V.	Carplastic S.A. DE C.V.	Saltillo	SA 10293	9/25/2009	
Ingenieria y Abastecimiento	Carplastic S.A. DE C.V.	Saltillo	SA 10494	2/12/2010	
Ingenieria y Abastecimiento	Carplastic S.A. DE C.V.	Saltillo	SA 10421	12/3/2009	
Ingenieria y Abastecimiento	Carplastic S.A. DE C.V.	Saltillo	SA 10329	10/13/2009	
Ingenieria y Abastecimiento	Carplastic S.A. DE C.V.	Saltillo	SA 10233	8/21/2009	
Ingenieria y Abastecimiento	Carplastic S.A. DE C.V.	Saltillo	SA 10170	7/22/2009	
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10519	3/3/2010	
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10496	10/12/2010	
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10487	2/8/2010	

Vendor Name	Visteon Entity	Location	Open PO #	PO Order Date	Cure amount (at supplier level)
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10482	2/2/2010	
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10477	1/28/2010	
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10472	1/19/2010	
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10463	1/15/2010	
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10451	1/6/2010	
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10429	12/7/2009	
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10380	11/11/2009	
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10279	9/15/2009	
Seed & Grain Exp. Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10234	8/21/2009	
Hagemeyer North America Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10512	3/2/2010	
Talcup Inc/Rs Electronics	Carplastic S.A. DE C.V.	Saltillo	SA 10497	2/12/2010	
Magid de Mexico	Carplastic S.A. DE C.V.	Saltillo	SA 10501	2/16/2010	
Grupo Ind Protecto	Carplastic S.A. DE C.V.	Saltillo	SA 10499	2/12/2010	
Grupo Ind Protecto	Carplastic S.A. DE C.V.	Saltillo	SA 10465	1/15/2010	
Mucho Gas de Saltillo	Carplastic S.A. DE C.V.	Saltillo	SA 10515	3/3/2010	
Rep y Con. Esp del Nte.	Carplastic S.A. DE C.V.	Saltillo	SA 10520	3/4/2010	



**Other Supplier Contracts**

Supplier	Datesite Ref	Agreement Date	Contract
DTE Energy	5.42	9/6/2007	Primary Supply Agreement

**Carplastic POs impacting Saltillo**

Vendor Name	Description	Open PO #	Visteon Entity
Centro Medico Empresarial	Nursing Saltillo	GGF PO09 325705	Carplastic
Medix del Norte	Medicines Saltillo	GGF PO08 320348	Carplastic
Centro Medico Fatima	Medical Exams Saltillo	GGF PO10 332373	Carplastic
GEN	Integral waste Mgmt Saltillo	GGF PO09 328988	Carplastic
Equipos Ligeros del Noroeste SA	Forklift rent for Saltillo	GGF RQ10 050R06 / PO10 333038	Carplastic
BAL URBANO CONT PLAGAS SA CV	Pest control for Saltillo	PO10 332155	Carplastic
Wax Industrial SA de CV	Cleaning services for Saltillo	PO 10480	Carplastic
Equipos Ligeros del Noroeste SA	Owned Forklift maintenance for Saltillo	PO09 329777	Carplastic
Ingeniería y Equipos	Rack maintenance for Saltillo	PO 10036	Carplastic
PRESEHN SA DE CV (Air Compressor for Saltillo)	Air Compressor for Saltillo	RL10 332744	Carplastic

**Carplastic Contracts impacting Saltillo**

<b>Supplier</b>	<b>Description</b>	<b>Agreement Date</b>
Ryder Servicios de RL de C.V (In Site Logistic Services for Saltillo)	In site Logistic Services	5/4/2009
Ing. Enrique García Gutiérrez (DOSG Transportation for Saltillo)	Transportation of material and Finished goods	8/24/2009
Aguas de Saltillo	Water services for Saltillo	TBD
Comisión Federal de Electricidad (Electricity services for Saltillo)	Electricity Services for Saltillo	TBD
Teléfonos de México (Telephone services)	Telephonic Services	TBD
Armonia en Alimentos	Employee Cafeteria Services	TBD
Settepi	Employee Transportation Services	TBD
Grupo Securitas	Plant Protection	TBD
Projaser	Landscaping Services	TBD

The Seller is a party to a confidential incentive agreement with a local Government whereby Seller receives certain incentives and benefits as a result of constructing and operating a facility in a certain geographic area.

## Schedule 4.6

### Leased Real Property

Case No. 09-008589-CH, Roncelli, Inc., a Michigan corporation, vs. Oakland Park, LLC IX, a Michigan limited liability company, Visteon Corporation, a foreign corporation, Bank of America, NA, f/k/a LaSalle Bank Midwest, NA, a National Banking Association and Michigan Electric Supply company, a Michigan corporation for, *inter alia*, alleged unpaid amounts pursuant to a contract.

Claim of Lien, as amended, filed in the Wayne County Register of Deeds by Roncelli, Inc. for a construction lien on the leased premises located at 12775 Oakland Park Boulevard, Highland Park, Michigan, 48203 USA.

Agreement by and between VC Regional Assembly & Manufacturing, LLC and Oakland Park L.L.C. IX to Extend The Time to Assume or Reject an Unexpired Lease of Nonresidential Real Property Pursuant to Section 365(d)(4)(B)(II), dated December 8, 2009.

**Schedule 4.10(a)**

**Intellectual Property**

**Patents**

Patent Number	Date of Patent	Title	Inventors
US 6,657,158	Dec. 2, 2003	Method of Processing a Laser Scored Instrument Panel with an Invisible Seam Airbag Opening	Jon M. Skelly; Robert C. Bondar; Fredrik J. Hornburg

**Trademarks**

Country	Mark	Owner	Reg. No.	Class(es)
Mexico	VISTEON	VISTEON CORPORATION	550149	(007; 11)
Mexico	VISTEON	VISTEON CORPORATION	550152	(012)
Mexico	VISTEON	VISTEON CORPORATION	550150	(9; 11)
Mexico	VISTEON	VISTEON CORPORATION	550151	(9; 11)
Mexico	VISTEON	VISTEON CORPORATION	550154	(042)
Mexico	VISTEON & ENERGY DOT DESIGN	VISTEON CORPORATION	648883	(009)
Mexico	VISTEON & ENERGY DOT DESIGN	VISTEON CORPORATION	650452	(007)
Mexico	SEE THE POSSIBILITIES	VISTEON CORPORATION	14677	(009)
Mexico	SEE THE POSSIBILITIES	VISTEON CORPORATION	14679	(012)
Mexico	SEE THE POSSIBILITIES	VISTEON CORPORATION	14676	(007)
Mexico	SEE THE POSSIBILITIES	VISTEON CORPORATION	14681	(042)
United States	VISTEON	VISTEON CORPORATION	2,360,510	(007; 012)
United States	VISTEON	VISTEON CORPORATION	2,383,644	(011)
United States	VISTEON	VISTEON CORPORATION	2,175,733	(040)
United States	VISTEON	VISTEON CORPORATION	2,175,734	(042)
United	VISTEON AND ENERGY	VISTEON	2,520,794	(7)

States	DOT DEVICE	CORPORATION		
United States	VISTEON & ENERGY DOT DEVICE (5	VISTEON CORPORATION	2,625,551	(11)
United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	2,520,793	(012)
United States	VISTEON & ENERGY DOT DEVICE (5	VISTEON CORPORATION	2,613,062	(040)
United States	VISTEON & ENERGY DOT DEVICE (5	VISTEON CORPORATION	2,594,847	(042)
United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	2,507,705	(009)
United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	2,500,809	(007)
United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	2,498,851	(012)
United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	2,601,662	(042)
United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	2,360,556	(009)
United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	2,239,710	(042)
United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	2,241,256	(040)
United States	VISTEON	VISTEON CORPORATION	2,383,551	(009)
United States	ENERGY DOT DESIGN (5)	VISTEON CORPORATION	VA 1-258-651	
United States	ENERGY DOT DESIGN (8)	VISTEON CORPORATION	VA 1-258-652	
United States	VISTEON & ENERGY DOT DEVICE (5	VISTEON CORPORATION	2,625,550	(11)
United States	ENERGY DOT DEVICE (5/BLACK)	VISTEON CORPORATION	2,500,805	(007)
United States	ENERGY DOT DEVICE (5/BLACK)	VISTEON CORPORATION	2,466,448	(009)
United States	ENERGY DOT DEVICE (5/BLACK)	VISTEON CORPORATION	2,594,843	(011)
United States	ENERGY DOT DEVICE (5/BLACK)	VISTEON CORPORATION	2,507,703	(012)
United States	ENERGY DOT DEVICE (5/BLACK)	VISTEON CORPORATION	2,594,848	(042)
United States	ENERGY DOT DEVICE (5/COLOR)	VISTEON CORPORATION	2,500,806	(007)
United States	ENERGY DOT DEVICE (5/COLOR)	VISTEON CORPORATION	2,724,596	(9)
United States	ENERGY DOT DEVICE	VISTEON	2,625,549	(11)

States	(5/COLOR)	CORPORATION		
United States	ENERGY DOT DEVICE (5/COLOR)	VISTEON CORPORATION	2,594,844	(042)
United States	ENERGY DOT DEVICE (5/COLOR)	VISTEON CORPORATION	2,775,965	(009)
United States	SEE THE POSSIBILITIES	VISTEON CORPORATION	2,618,449	(7; 11; 12)
United States	SEE THE POSSIBILITIES	VISTEON CORPORATION	2,451,240	(011)

**Schedule 4.10(b)**

**Disputed Intellectual Property**

None.

**Schedule 4.10(c)**

**Excluded Intellectual Property**

None.



**Schedule 4.10(d)**

**Licensed Intellectual Property**

Software Licensed from a Third Party (Highland Park):

Software Application	Vendor	Unit of Measure	Number of Licenses
Windows 2003 Server	Microsoft	Server	6
AIX	IBM	Server	1
Windows XP	Microsoft	PC user	N/A
Office Professional 2003	Microsoft	PC user	N/A
VirusScan Enterprise	McAfee	PC user	N/A
Kronos Workforce Central 4.2 (Timekeeping)	Kronos	Site	
Win-Pak Pro (Security System)	Honeywell Information Systems	PC user	1
Eagle License	Eagle	Handheld or PC	20
BarTender (Label Formatting)	Seagull Scientific	PC User	1

Software Licensed from a Third Party (Saltillo):

Software Application	Vendor	Unit of Measure	Number of Licenses
Windows 2003 Server	Microsoft	Server	6
AIX	IBM	Server	1
Windows XP	Microsoft	PC user	N/A
Office Professional 2003	Microsoft	PC user	N/A
VirusScan Enterprise	McAfee	PC user	N/A
Eagle License	Eagle	Handheld or PC	20

Other Intellectual Property:

Agreement Title	Agreement Date	Visteon Party	Counterparty
License Agreement	August 1, 2001	Visteon Corporation	TIP Engineering Group, Inc

**Schedule 4.10(e)**

**Licensed Intellectual Property**

Reference is hereby made to Schedule 4.10(d).

Software Licensed from a Third Party (Highland Park):

Part No.	Description	Version	Serial No.	Installs
9324RL0300ENET	RSI -RSLGX 500 OFF/ON PROG SOF	6.20.00	1012133682	1
9324RLD300ENET	RSI -RSLGX 500 OFF/ON PROG SOF	6.20.00	1012139142	1
9324RLD300ENET	RSI -RSLGX 500 OFF/ON PROG SOF	6.20.00	1012143663	1
9324RL5300ENET	RSLGX 5 OFF/ON PROG SFT	6.20.00	1112066784	1
9324RL5300ENET	RSLGX 5 OFF/ON PROG SFT	6.20.00	1112068119	1
9324RL5300ENET	RSLGX 5 OFF/ON PROG SFT	6.20.00	1112070647	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203030287	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203030408	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203030838	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203030860	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203035001	1
9324RLD30DENET	RSI -RSLOGIX 5000 (ENGLISH)	13.00.00	1203037158	1
9355WABOEMENET	RSLINX CLASSIC OEM SFTWR	2.41.00	1005046750	1
9355WABOEMENET	RSLINX CLASSIC OEM SFTWR	2.41.00	1005051089	1
9355WABOEMENET	RSLINX CLASSIC OEM SFTWR	2.42.00	1005052667	1
9357ANETL3T	RSNETWORK FOR CNET DNET E	5.00.00	1478000114	1
9357ANETL3T	RSNETWORK FOR CNET DNET E	5.00.00	1478000228	1
9357ANETMD3ET	RSI -RSNETWRX WT MD	5.00.00	1401000127	1

	CNET, DNET			
9357CNETL3T	RSI -RSNETWORKX FOR CONTROL NET	5.00.00	1163026181	1
9357CNETL3T	RSI -RSNETWORKX FOR CONTROL NET	5.00.00	1163029611	1
9357CNETL3T	RSI -RSNETWORKX FOR CONTROL NET	5.00.00	1163032258	1
9357DNETL3T	RSI -RSNETWORKX FOR DEVICENET	5.00.00	1235029554	1
9357DNETL3T	RSI -RSNETWORKX FOR DEVICENET	5.00.00	1235036003	1
9357DNETL3T	RSI -RSNETWORKX FOR DEVICENET	5.00.00	1235037476	1
9357ENETL3T	RSI -RSNETWORKX FOR ETHERNET/IP	5.00.00	1669001043	1
9357ENETL3T	RSI -RSNETWORKX FOR ETHERNET/IP	5.00.00	1669005930	1
9393RSTCLXT	RST2K FOR CONTROLLOGIX FU	1.00.01	1821000213	1
9393RSTLX5KT	SI -RSTRAINER 2000 MASTERDISK	1.00.01	1823000219	1
9701VWSTENET	SI -RSV STUDIO FOR RSV ENTERP	3.10.00	2529001708	1

Software Application	Vendor	Unit of Measure	Number of Licenses
VIA MAN-IT Sequence Build to Order License	VIA-IT	Line	1
VIA MAN-IT Sequence Pick & Pack (Door and Console)	VIA-IT	Station	2
VIA MAN-IT Track & Trace / Error Proofing License	VIA-IT	Station	63
VIA ERP Interface (BOM, Customer Cross Ref., Backflush and Shipper)	VIA-IT	Facility	1
VIA MAN-IT Plant Floor Device Interface (DCS)	VIA-IT	Facility	1
VIA MAN-IT Report Designer	VIA-IT	Facility	1
Broadcast Receiver	MFGIT Services	Site	1
Modbus Suite (RFID)	Kepware	Server	1
Siemens TCP/IP Ethernet (Laser Scoring)	Kepware	Server	1
AB Suite (Allen-Bradley)	Kepware	Server	1

Software Licensed from a Third Party (Saltillo):

Software Application	Vendor	Unit of Measure	Number of Licenses
VIA MAN-IT Sequence Build to Order License	VIA-IT	Line	1
VIA MAN-IT Sequence Pick & Pack (Door and Console)	VIA-IT	Station	2
VIA MAN-IT Track & Trace / Error Proofing License	VIA-IT	Station	47
VIA ERP Interface (BOM, Customer Cross Ref., Backflush and Shipper)	VIA-IT	Facility	1
VIA MAN-IT Plant Floor Device Interface (DCS)	VIA-IT	Facility	1
VIA MAN-IT Report Designer	VIA-IT	Facility	1

**Schedule 4.11**

**Permits**

<b>SALTILLO</b>				
<b>LEGAL REQUIREMENTS</b>	<b>OFFICIAL NUMBER</b>	<b>STARTING DATE</b>	<b>ENDING DATE</b>	<b>DURATION</b>
Water Contract	0159/08	1/26/2009	None	Permanent
Cafeteria Operation License	2005/19A135	1/23/2009	Annual	Annual
Floor Space Use License	06S-US-622	1/30/2008	None	During Construction Stage
Functioning and Operating License	N°.DU-052-09	10/6/2009	None	Until present status changes
Hazardous Waste Producer Registration	CAR910503011	2/23/2009	None	Until present status changes
Producer of Hazardous Waste Self Classification Registration	N/A	2/24/2009	None	Until present status changes
Non-Hazardous Waste Producer Registration.	Application in process	2/9/2010	TBD	Until present status changes
Annual Operation Permit (Hazardous Waste)	N/A	N/A	N/A	N/A
Annual Operation Permit (Non-Hazardous Waste)	Application in process	2/9/2010	TBD	Annual
Emergency plan recorded with the Civil Protection	N/A	7/31/2009	6/16/2011	Bi-Annual
Risk Assessment (with government)	N/A	7/31/2009	6/16/2011	Bi-Annual
Stationary LP Gas Tank and Gas Fittings Leak-Proof Certificate	N°360/09	11/20/2009	Permanent	Permanent
1 High Pressure Container Permit	N°05-F091-111-02	2/23/2010	2/23/2015	10 Years
Environmental Impact Preventative Report	Application in process	2/18/2010	TBD	Annual

<b>HIGHLAND PARK</b>				
<b>LEGAL REQUIREMENTS</b>	<b>OFFICIAL NUMBER</b>	<b>STARTING DATE</b>	<b>ENDING DATE</b>	<b>DURATION</b>
City of Highland Park Business License	TBD	5/1/2009	4/30/2010	Annual
Industrial Facilities Exemption Certificate	2007-158	12/31/2007	12/30/2014	7 years
Industrial Facilities Exemption Certificate	119-2007	12/31/2007	12/30/2014	7 years

<b>LEGAL REQUIREMENTS</b>	<b>OFFICIAL NUMBER</b>	<b>STARTING DATE</b>	<b>ENDING DATE</b>	<b>DURATION</b>
*Hazardous Waste Generator registration			Continuing	Until Cancelled
* Storm water Permit				Until Cancelled
*Wastewater Permit	TBD	TBD	TBD	As Issued

\*Permits currently not in effect but necessary for sustained operation.

**Schedule 4.12**

**Employee Benefits**

**United States  
Highland Park**

<b>Official Plan or Program Name</b>	<b>Plan Type</b>	<b>Plan #</b>	<b>Plan Year</b>
Flexible Benefits Plan of Visteon Corporation	Fringe benefit cafeteria plan and welfare plan, including Flexible Spending Accounts and purchased vacation	501	June - May 31
The Visteon Corporation Health & Welfare Program for Salaried Employees	Welfare benefit plan, including health, life, AD&D, Disability, Legal Services and Long Term Care	502	June - May 31
Visteon Subsidiaries Health & Welfare Program	Welfare benefit plan, including health, life, AD&D and Disability	516	June - May 31
Visteon Subsidiaries Flexible Benefits Plan	Fringe benefit cafeteria plan and welfare plan, including Flexible Spending Accounts	517	June - May 31
Visteon Pension Plan - Past Service	Qualified Defined Benefit Plan	003	Jan 1 - Dec 31
Visteon 401k Savings Plan	Qualified Defined Contribution Plan	005	Jan 1 - Dec 31
Visteon Investment Plan	Qualified Defined Contribution Plan	002	Jan 1 - Dec 31
Visteon Transition Program	Severance	535	Jan 1 - Dec 31
Visteon Employee Assistance Plan	Employee Assistance	509	Jan 1 - Dec 31
Adoption Assistance Program	Adoption Assistance	529	Jan 1 - Dec 31
Salaried Tuition Assistance Program	Tuition Program	n/a	Jan 1 - Dec 31
Financial Planning	Financial Services	n/a	June 1 - May 31
Anniversary Award Program	Company Service Recognition	n/a	n/a
Healthy Solutions Program	Health and wellness promotion; childcare consultation, referral, and programs; parenting education; and fitness centers	n/a	n/a

Official Plan or Program Name	Plan Type	Plan #	Plan Year
Personal Protection Program	Group discount for auto, homeowners and pet insurance	n/a	n/a
Identity Theft Program	Identity theft protection/assistance	n/a	n/a
Health Advocate Program	Health care advocacy, including health care administrative and clinical support, coaching, and information and research support.	n/a	n/a
2004 Incentive Plan	Annual Incentive	n/a	Jan 1 - Dec 31
Flexible Work Arrangement Policy		n/a	n/a
Paid Time Off Policy	Vacation and Other Paid Time Off	n/a	Jan 1 - Dec 31
Temporary Lay-Off Policy		n/a	n/a
Medical Leave Policy		n/a	n/a
Military Leave Policy		n/a	n/a
Paternity Leave Policy		n/a	n/a
Unpaid Personal Leave Policy		n/a	n/a

**Mexico  
Saltillo Plant**

Plan or Policy	Benefit to Hourly Employee*	Benefit to Salaried Employee
Vacation days with pay	Defined by law based on years of service.	Defined by law based on years of service.
Vacation Bonus	30% of base pay of the vacation days to which the employee is entitled.	80% of base pay of the vacation days to which the employee is entitled.
Grocery Coupons	\$400 (mxp per month)	10% of base pay capped at the legal amount of one monthly minimum wage.

\*Benefits available to hourly employees are provided pursuant to the Contrato Colectivo de trabajo (Employment Collective Contract) of Saltillo Plant.



<b>Plan or Policy</b>	<b>Benefit to Hourly Employee*</b>	<b>Benefit to Salaried Employee</b>
Saving Fund	Employees can save 4% of their base salary which the Company matches.	Employees can save 13% of their base salary which the Company matches. Capped at Legal amount defined by law.
Christmas Bonus	18 days of base pay	35 days of base pay
Attendance Bonus	\$49 (mxp / week)	Not applicable
Sunday Bonus	An amount equal to 25% of the hours worked on Sunday.	An amount equal to 70% of the hours worked on Sunday.
Bereavement Allowance	\$400 mxp in the event of death of a direct relative.	Not applicable
Bereavement days off with pay	2	2
Birth New Child Allowance	\$400 mxp for the birth of a child.	Not applicable
Birth Child days off with pay	2	2
Marriage of Employee Allowance	One time payment of \$400 mxp.	Not applicable
Marriage days ff with pay	2	2
Cafeteria	100% Subsidy	100% Subsidy
Transportation of Employees	100% Subsidy	Not applicable
Work Uniform	Paid by Company	Not applicable
Life Insurance	Natural - \$30,000 Accidental - \$60,000	Natural - 25 months of pay Accidental - 50 months of pay
Visteon Pension Plan	Not applicable	15 years of continuous service for eligibility. Early retirement at age 55; full pension at age 60.
Local Incentive Program	Not applicable	Professional: 30 days of base pay if target achieved. Manager: 40 days of base pay if target achieved.

\*Benefits available to hourly employees are provided pursuant to the Contrato Colectivo de trabajo (Employment Collective Contract) of Saltillo Plant.

Plan or Policy	Benefit to Hourly Employee*	Benefit to Salaried Employee
Medical Insurance Plan	Not applicable	Coverage amount: 500 SMGM Deductible: 1.5 SMGM Co-Insurance: 15%
Car Allowance Bonus	Not applicable	\$600 usd per month (applies to only 2 managers).
Involuntary Severance Program (for employees terminated without cause)	The severance for represented employees is calculated as follows: 3 months (integrated salary); 20 days (integrated salary) for each complete year of service; 12 days of salary for Seniority Premium, capped according to law; any earned benefits during the year. Integrated salary is the sum of base salary, Christmas bonus and vacation bonus.	Same as for hourly.

\*Benefits available to hourly employees are provided pursuant to the Contrato Colectivo de trabajo (Employment Collective Contract) of Saltillo Plant.

**Schedule 4.13(a)**

**Labor Matters**

**United States**

**[REDACTED]**

**Schedule 4.13(b)**

**Labor Matters**

Reference is hereby made to Schedule 1.1(d).

**Schedule 4.13(c)**

**Labor Matters**

**[REDACTED]**

**Schedule 4.13(e)**

**Labor Matters**

**United States  
Highland Park Salary**

**[REDACTED]**

**United States  
Van Buren Township**

**[REDACTED]**

**United States  
Highland Park Hourly**

**[REDACTED]**

**Mexico  
Salary**

**[REDACTED]**

**Mexico  
Hourly**

**[REDACTED]**

## Schedule 4.16

### Environmental Matters

1. Matters set forth in the following documents, copies of which have been made available to Buyer, are incorporated herein by reference:
  - (i) Phase I Environmental Site Assessment, Former Daimler-Chrysler Highland Park Central Site, Highland Park, Michigan 48203, prepared by Geotrans, Inc., dated October 30, 2006
  - (ii) Baseline Environmental Site Assessment, Former Daimler-Chrysler Highland Park Central Site, Highland Park, Michigan 48203, prepared by Geotrans, Inc., dated November 21, 2007
  - (iii) Due Care Plan, Former Daimler-Chrysler Highland Park Central Site, Highland Park, Michigan 48203, prepared by Geotrans, Inc., dated January 4, 2008
  - (iv) Analytical Report, Revised, Project No. 0505.066.03, prepared by TestAmerica Laboratories, Inc., dated January 14, 2008
  - (v) Administrative Order on Consent, Covenants Not To Sue and Contribution Protection, In the Matter of the Acquisition of the Former Chrysler Corporation, Highland Park Complex 12000 Chrysler Drive, Highland Park by Oakland Park, L.L.C., MDEQ Docket No. AOC-EDR-96-002 (July 15, 1996)
  - (vi) Modification of the Administrative Order on Consent, Covenants Not To Sue and Contribution Protection, In the Matter of the Acquisition of the Former Chrysler Corporation, Highland Park Complex 12000 Chrysler Drive, Highland Park by Oakland Park, L.L.C., MDEQ Docket No. AOC-EDR-96-002 (June 17, 1998)
2. As a condition of the Real Estate Lease relating to the Sale Plant located in Highland Park, Michigan, and prior to construction, the owner of such Leased Real Property put in place a physical demarcation barrier beneath the Highland Park, Michigan Leased Real Property to distinguish potential new releases from existing contamination. It is understood that for the interior portion of the property (within the building footprint) and the paved areas, a six-mil layer of plastic, topped with sand fill, followed by crushed stone and as much as a sixteen-inch concrete floor is in place. For the vegetated areas, it is understood that a demarcation layer consisting of a landscape or geotextile fabric placed approximately six inches below surface grade, and topped with fill, is in place.

**Schedule 6.4(b)**

**Delayed Mexico Contracts**

<b>Vendor Name</b>	<b>Visteon Entity</b>	<b>Location</b>	<b>Open PO #</b>	<b>PO Order Date</b>
Hagemeyer North America Inc	Carplastic S.A. DE C.V.	Saltillo	SA 10512	3/2/2010
Talcup Inc/Rs Electronics	Carplastic S.A. DE C.V.	Saltillo	SA 10497	2/12/2010
Magid de Mexico	Carplastic S.A. DE C.V.	Saltillo	SA 10501	2/16/2010
Grupo Ind Protecto	Carplastic S.A. DE C.V.	Saltillo	SA 10499	2/12/2010
Gripo Ind Protecto	Carplastic S.A. DE C.V.	Saltillo	SA 10465	1/15/2010
Mucho Gas de Saltillo	Carplastic S.A. DE C.V.	Saltillo	SA 10515	3/3/2010
Unique Fabricating Inc.	Climate Systems Mexicana S.A. de C. V.	VDSO - Saltillo	4600069848	7/27/2009

<b>Vendor Name</b>	<b>Description</b>	<b>Open PO #</b>	<b>Visteon Entity</b>
Equipos Ligeros del Noroeste SA	Forklift rent for Saltillo	GGF RQ10 050R06 / PO10 333038	Carplastic
Wax Industrial SA de CV	Cleaning services for Saltillo	PO 10480	Carplastic
Ingenieria y Equipos	Rack maintenance for Saltillo	PO 10036	Carplastic

<b>Supplier</b>	<b>Description</b>	<b>Agreement Date</b>
Ryder Servicios de RL de C.V (In Site Logistic Services for Saltillo)	In site Logistic Services	5/4/2009
Ing. Enrique Garcia Gutiérrez (DOSG Transportation for Saltillo)	Transportation of material and Finished goods	8/24/2009
Aguas de Saltillo	Water services for Saltillo	TBD
Comisión Federal de Electricidad (Electricity services for Saltillo)	Electricity Services for Saltillo	TBD
Teléfonos de México (Telephone services)	Telephonic Services	TBD
Armonia en Alimentos	Employee Cafeteria Services	TBD
Settepi	Employee Transportation Services	TBD
Grupo Securitas	Plant Protection	TBD
Projaser	Landscaping Services	TBD

Any government incentive agreements, to the extent such agreements are assignable pursuant to their terms and pursuant to local law.



## **Schedule 7.4(a)**

### **Support Obligations**

That certain Corporate Guaranty by Visteon Corporation as Guarantor, for the benefit of Davisa Desarrollos Inmobiliarios, S.A. de C.V., dated February 8, 2008, guaranteeing certain obligations of Carplastic, S.A. de C.V. under that certain Lease Agreement by and between Davisa Desarrollos Inmobiliarios, S.A. de C.V., as landlord, and Carplastic, S.A. de C.V., as tenant, for leased real property located at C, Servidumbre de Paso #851 V1, Parque, Industrial Santa Monica, Ejido Derramadero, Saltillo Tamaulipas 25300, Mexico.

**Schedule 7.8**  
**Carplastic Sourced Parts**

**[REDACTED]**

**Schedule 9.1**

**Mexican Transferred Employees**

**Mexico  
Salary**

**[REDACTED]**

**Mexico  
Hourly**

**[REDACTED]**

## **Schedule 12.3(c)**

### **Third Party Consents**

The consent of the contracting party is required for assignment of the following:

Lease Agreement, as amended by that certain Amendment No. 1 to Lease Agreement, by and between Carplastic S.A. de C.V. and Davisa Desarrollos Inmobiliarios, S.A. de C.V., dated as of February 8, 2008 (as amended on August 25, 2008).

**Schedule 15.1**

**Permitted Liens**

None.

**EXHIBIT A**  
**TO**  
**ASSET PURCHASE AGREEMENT**

EXHIBIT A

GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE

**THIS GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE** (this "Bill of Sale"), dated as of April 30, 2010, is made by and among VC Regional Assembly & Manufacturing, LLC, a Delaware limited liability company ("VCRAM"), Carplastic S.A. de C.V., a Mexican variable capital limited liability company ("Carplastic" and together with VCRAM, "Seller"), Johnson Controls Interiors L.L.C., a Michigan limited liability company ("U.S. Buyer") and Johnson Controls Automotriz Mexico, S de RL de CV, a Mexican limited liability company ("Mexico Buyer" and together with U.S. Buyer, "Buyer").

**WHEREAS**, Seller and Buyer have entered into an Asset Purchase Agreement, dated March [ ], 2010 (the "Purchase Agreement"), pursuant to which (i) this Bill of Sale is contemplated, (ii) VCRAM agreed to sell, convey, transfer, assign and deliver to U.S. Buyer, and U.S. Buyer agreed to purchase from VCRAM, all of VCRAM's right, title and interest in, to and under the Acquired Assets, (iii) Carplastic agreed to sell, convey, transfer, assign and deliver to Mexico Buyer, and Mexico Buyer agreed to purchase from Carplastic, all of Carplastic's right, title and interest in, to and under the Acquired Assets, and (iv) Carplastic agreed to sell, convey, transfer, assign and deliver to U.S. Buyer, and U.S. Buyer agreed to purchase from Carplastic, all of Carplastic's right, title and interest in, to and under the Export Assets.

**NOW, THEREFORE**, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

**2. Conveyance.** Subject to the terms and conditions of the Purchase Agreement, (i) VCRAM does hereby irrevocably and unconditionally sell, convey, transfer, assign and deliver to U.S. Buyer, its successors and assigns forever, all right, title and interest in, to and under the Acquired Assets (other than the Assigned Contracts (which are assigned by a separate instrument)), free and clear of all Liens, except for Permitted Liens, to the fullest extent permitted by Sections 363(b) and (f) of Title 11 of the United States Code (the "Bankruptcy Code"), (ii) Carplastic does hereby irrevocably and unconditionally sell, convey, transfer, assign and deliver to Mexico Buyer, its successors and assigns forever, all right, title and interest in, to and under the Acquired Assets (other than the Assigned Contracts (which are assigned by a separate instrument)), free and clear of all Liens, except for Permitted Liens, and (iii) Carplastic does hereby irrevocably and unconditionally sell, convey, transfer, assign and deliver to U.S. Buyer, its successors and assigns forever, all right, title and interest in, to and under the Export Assets, free and clear of all Liens, except for Permitted Liens. Each Seller will retain and not transfer, and Buyer will not purchase or acquire, the Excluded Assets.

**3. Further Assurances.** To the extent consistent with the terms and conditions of the Purchase Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, deeds, assignments, powers of attorney,

instruments or other documents as may reasonably be required to effect the intent and purposes of this Bill of Sale.

**4. Amendment and Modification; Waiver.** This Bill of Sale may be amended, modified and supplemented by written instrument authorized and executed by each of the Buyer and the Seller at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by any party hereto of a breach of any provision of this Bill of Sale shall not operate or be construed as a waiver of any other or subsequent breach.

**5. No Third-Party Beneficiaries.** This Bill of Sale is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Bill of Sale or any term, covenant or condition hereof.

**6. Governing Law; Jurisdiction.** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Michigan (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code; provided that, the validity and enforceability of all conveyance documents or instruments executed and delivered pursuant to this Agreement insofar as they affect title to real property shall be governed by and construed in accordance with the Laws of the jurisdiction in which such property is located. For so long as Seller is subject to the jurisdiction of the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Case originally administered in the United States Bankruptcy Court of the District of Delaware (the "Bankruptcy Court"), the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, any legal action or proceeding with respect to this Agreement or the transactions contemplated hereby may be brought in any court of the State of Michigan having jurisdiction thereof or in the United States District Court for the Eastern District of Michigan, and by execution and delivery of this Agreement, each of the Parties consents to the non-exclusive jurisdiction of those courts. Each of the Parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or the transactions contemplated hereby.

**7. Inconsistencies with the Purchase Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Bill of Sale are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and nothing in this Bill of Sale will be deemed to supersede, limit, amend, supplement, modify, vary or enlarge any of the rights, obligations, covenants, agreements, representations and warranties of the Seller or the Buyer under the Purchase Agreement. In the event of any inconsistencies between the terms of this Bill of Sale and the terms of the Purchase Agreement, the parties hereto agree that the terms of the Purchase Agreement shall control.



**8. Successors.** This Agreement and the rights and liabilities contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**9. Counterparts.** This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument. The exchange of copies of this Bill of Sale and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Bill of Sale as to the parties and may be used in lieu of the original Bill of Sale for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

**[Signature page follows.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Bill of Sale to be executed in multiple originals by their authorized officers, all as of the date first above written.

**SELLER:**

**VC REGIONAL ASSEMBLY &  
MANUFACTURING, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**CARPLASTIC S.A. DE C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

**JOHNSON CONTROLS INTERIORS  
L.L.C.**

By: \_\_\_\_\_  
Name:  
Title:

**JOHNSON CONTROLS AUTOMOTRIZ  
MEXICO, S DE RL DE CV**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT B**  
**TO**  
**ASSET PURCHASE AGREEMENT**

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") dated as of April 30, 2010, is made by and among VC Regional Assembly & Manufacturing, LLC, a Delaware limited liability company ("VCRAM"), Carplastic S.A. de C.V., a Mexican variable capital limited liability company ("Carplastic" and together with VCRAM, "Seller"), Johnson Controls Interiors L.L.C., a Michigan limited liability company ("U.S. Buyer") and Johnson Controls Automotriz Mexico, S de RL de CV, a Mexican limited liability company ("Mexico Buyer" and together with U.S. Buyer, "Buyer").

**WHEREAS**, Buyer and Seller have entered into an Asset Purchase Agreement, dated March [ ], 2010 (the "Purchase Agreement"), pursuant to which (i) this Agreement is contemplated, (ii) VCRAM agreed to assign, and U.S. Buyer agreed to assume, pay, discharge or perform, the Assumed Liabilities, and (iii) Carplastic agreed to assign, and Mexico Buyer agreed to assume, pay, discharge or perform, the Assumed Liabilities.

**NOW, THEREFORE**, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

**2. Assignment.** Subject to the terms and conditions of the Purchase Agreement, (i) VCRAM hereby irrevocably and unconditionally sells, conveys, transfers, assigns and delivers to U.S. Buyer and its successors and assigns forever all of VCRAM's right, title and interest in, to and under those Contracts set forth on Exhibit A hereto (collectively, the "Applicable Assigned Contracts"), including all payment and performance obligations under and arising out of the Applicable Assigned Contracts after the Closing and (ii) Carplastic hereby irrevocably and unconditionally sells, conveys, transfers, assigns and delivers to Mexico Buyer and its successors and assigns forever all of Carplastic's right, title and interest in, to and under the Applicable Assigned Contracts, including all payment and performance obligations under and arising out of the Applicable Assigned Contracts after the Closing.

**3. Acceptance of Assignment and Assumption of Liabilities.** Subject to the terms and conditions of the Purchase Agreement, (i) U.S. Buyer hereby accepts and assumes from VCRAM all of VCRAM's right, title and interest in, to and under the Applicable Assigned Contracts and the Assumed Liabilities, and U.S. Buyer assumes and agrees to pay, perform and discharge (a) in accordance with their respective terms all payment and performance obligations under and arising out of the Applicable Assigned Contracts after the Closing and (b) the Assumed Liabilities and (ii) Mexico Buyer hereby accepts and assumes from Carplastic all of Carplastic's right, title and interest in, to and under the Applicable Assigned Contracts and the Assumed Liabilities, and Mexico Buyer assumes and agrees to pay, perform and discharge (x) in accordance with their respective terms all payment and performance obligations under and

arising out of the Applicable Assigned Contracts after the Closing and (y) the Assumed Liabilities.

4. **Excluded Liabilities.** Buyer and Seller acknowledge and agree that Buyer is not assuming, nor under any circumstances shall Buyer be obligated to pay, assume or be responsible for (nor shall any of the assets of Buyer be or become liable for or subject to) any Excluded Liability. The Excluded Liabilities are specifically excluded and excepted from the liabilities and obligations being assumed by Buyer hereunder.

5. **Amendment and Modification; Waiver.** This Agreement may be amended, modified and supplemented by written instrument authorized and executed by each of Buyer and Seller at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

6. **No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Agreement or any term, covenant or condition hereof.

7. **Governing Law; Jurisdiction.** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Michigan (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by Title 11 of the United States Code (the "Bankruptcy Code"); provided that, the validity and enforceability of all conveyance documents or instruments executed and delivered pursuant to this Agreement insofar as they affect title to real property shall be governed by and construed in accordance with the Laws of the jurisdiction in which such property is located. For so long as Seller is subject to the jurisdiction of the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Case originally administered in the United States Bankruptcy Court of the District of Delaware (the "Bankruptcy Court"), the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, any legal action or proceeding with respect to this Agreement or the transactions contemplated hereby may be brought in any court of the State of Michigan having jurisdiction thereof or in the United States District Court for the Eastern District of Michigan, and by execution and delivery of this Agreement, each of the Parties consents to the non-exclusive jurisdiction of those courts. Each of the Parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or the transactions contemplated hereby.

8. **Inconsistencies with the Purchase Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and nothing in this Agreement

will be deemed to supersede, limit, amend, supplement, modify, vary or enlarge any of the rights, obligations, covenants, agreements, representations and warranties of Buyer or Seller under the Purchase Agreement. In the event of any inconsistencies between the terms of this Agreement and the terms of the Purchase Agreement, the parties hereto agree that the terms of the Purchase Agreement shall control.

**9. Successors.** This Agreement and the rights and liabilities contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**10. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, pdf or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, pdf or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

**[Signature page follows.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date first above written.

**SELLER:**

**VC REGIONAL ASSEMBLY &  
MANUFACTURING, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**CARPLASTIC S.A. DE C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

**JOHNSON CONTROLS INTERIORS  
L.L.C.**

By: \_\_\_\_\_  
Name:  
Title:

**JOHNSON CONTROLS AUTOMOTRIZ  
MEXICO, S DE RL DE CV**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**Applicable Assigned Contracts**



**EXHIBIT C**  
**TO**  
**ASSET PURCHASE AGREEMENT**

FINAL

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**TRANSITION SERVICES AGREEMENT**

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## TABLE OF CONTENTS

	<u>Page</u>
1. Defined Terms. ....	3
1.1 <u>Terms Defined in Purchase Agreement.</u> ....	3
1.2 <u>Additional Defined Terms.</u> ....	3
1.3 <u>Interpretation.</u> ....	4
2. Term. ....	4
2.1 <u>Term.</u> ....	4
3. Services. ....	5
3.1 <u>Scope of Services.</u> ....	5
3.2 <u>Limitation on Services.</u> ....	6
3.3 <u>Use of Third Parties to Provide Services.</u> ....	7
3.4 <u>Management and Control of the Services.</u> ....	8
3.5 <u>Obligations of Buyers.</u> ....	8
3.6 <u>Licenses and Consents.</u> ....	9
3.7 <u>Use of Shared Assets and Services.</u> ....	9
3.8 <u>Sellers' Personnel.</u> ....	10
3.9 <u>Facilities.</u> ....	10
3.10 <u>Interruption of Services.</u> ....	10
3.11 <u>Cooperation.</u> ....	11
4. Intentionally Deleted. ....	11
5. Compliance with Laws. ....	11
5.1 <u>Laws Affecting the Provision and Receipt of Services.</u> ....	11
5.2 <u>Change in Laws.</u> ....	11
6. Disputes. ....	11
6.1 <u>Dispute Resolution.</u> ....	11
6.2 <u>Sellers' Third Party Agreements.</u> ....	12
7. Termination. ....	12
7.1 <u>Termination for Breach.</u> ....	12
7.2 <u>Termination of Services.</u> ....	13
7.3 <u>Transition of Services upon Termination or Expiration.</u> ....	13
8. Fees and Payment. ....	14
9. Proprietary Information and Confidentiality. ....	14
9.1 <u>Proprietary Information and Data.</u> ....	14
9.2 <u>Sellers' Confidential Information.</u> ....	14
9.3 <u>Buyers' Confidential Information.</u> ....	14
9.4 <u>Sharing and Safeguarding of Confidential Information.</u> ....	15

FINAL

10.	Data Protection.....	15
11.	Indemnity.....	16
11.1	<u>Sellers’ Indemnification Obligations</u> .....	16
11.2	<u>Buyers’ Indemnification Obligations</u> .....	16
11.3	<u>Notice of Indemnification Claim</u> .....	16
12.	Limitations of Liability.....	16
12.1	<u>Exclusion of Incidental and Consequential Damages</u> .....	16
12.2	<u>Warranties</u> .....	17
13.	Miscellaneous.....	17
13.1	<u>Amendments; Waivers</u> .....	17
13.2	<u>Integration</u> .....	18
13.3	<u>Governing Law</u> .....	18
13.4	<u>Severability</u> .....	18
13.5	<u>Counterparts</u> .....	18
13.6	<u>Definitions; Sections and Headings</u> .....	19
13.7	<u>Notices</u> .....	19
13.8	<u>Expenses</u> .....	20
13.9	<u>Assignment</u> .....	20
13.10	<u>No Third Party Beneficiaries</u> .....	20
13.11	<u>Independent Contractor</u> .....	20
13.12	<u>Further Assurances</u> .....	20
13.13	<u>Survival</u> .....	21

FINAL

## TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (the "TSA") is dated as of the [ ] day of \_\_\_\_\_, 2010 and is made by and between VC Regional Assembly & Manufacturing, LLC and Carplastic S.A. de C.V. (hereinafter individually referred to herein as a "Seller" and collectively referred to herein as the "Sellers") and Johnson Controls Interiors L.L.C. and Johnson Controls Automotriz Mexico, S de RL de CV (hereinafter individually referred to herein as "Buyer" and collectively referred to herein as the "Buyers").

WHEREAS, the Sellers and the Buyers have entered into an Asset Purchase Agreement, dated March 22nd, 2010 (the "Purchase Agreement"), pursuant to which Sellers conveyed and transferred to Buyers certain assets related to the production of Component Parts by Sellers at the Sellers' Highland Park, Michigan and Saltillo, Mexico plants, all as described in more detail in the Purchase Agreement and defined therein as the "Business."

WHEREAS, in connection with the foregoing purchase and sale, and as contemplated by Sections 3.2 and 3.3 of the Purchase Agreement, Buyers have requested that Sellers provide Buyers with certain services following the Closing Date and Sellers have agreed to provide those services on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers and the Buyers agree as follows:

### 1. Defined Terms.

#### 1.1 Terms Defined in Purchase Agreement.

The capitalized terms used in this TSA which are not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreement when such terms are used in this TSA.

#### 1.2 Additional Defined Terms.

The following terms, as used herein, have the following respective meanings:

"Confidential Information" means (i) in the case of the Buyers, all information, whether written or oral concerning the Sellers or any of their Affiliates received or obtained by the Buyers in connection with the receipt of the Services pursuant to this TSA, (ii) in the case of the Sellers, all information concerning the Buyers or any of their Affiliates received or obtained by the Sellers in connection with the performance of the Services by reason of this TSA, (iii) all information received by a Party, directly or indirectly, from another Party or any of its Affiliates or agents, and designated by the other Party as confidential, (iv) all information or data received by a Party concerning or related to the proprietary products (including the improvement, development, or sale thereof), confidential processes, or business operations of the other Party or any of its Affiliates, and (v) the terms of the Purchase Agreement and this TSA. Notwithstanding the foregoing, in the case of the Buyers, the Acquired Assets as of the Closing Date shall not be considered "Confidential Information."

FINAL

“Buyer Indemnified Party” has the meaning set forth in Section 11.1.

“Event of Force Majeure” has the meaning set forth in Section 3.10(b).

“Fees” has the meaning set forth in Article 8.

“Party” means either Sellers or Buyers, as applicable, and “Parties” means both Sellers and Buyers.

“Representatives” has the meaning set forth in Section 3.4(b).

“Seller Indemnified Party” has the meaning set forth in Section 11.2.

“Services” means the services to be provided by the Sellers or their Affiliates to the Buyers pursuant to this TSA, as set forth on Exhibit A and as more particularly described in a Statement of Work (“SoW”) as set forth on Exhibit A-1 and the Attachments thereto, and as such Exhibits and the Attachments may be amended, restated or otherwise modified from time to time in accordance with this TSA.

“Systems” has the meaning set forth in Section 3.2(b).

“Term” has the meaning set forth in Section 2.1.

“TSA” means this Transition Services Agreement, together with any Exhibits and Attachments attached hereto, as any of them may be amended, restated, or otherwise modified from time to time in accordance with the terms hereof.

### 1.3 Interpretation.

When a reference is made in this TSA to an Article or a Section, or to an Exhibit or an Attachment, such reference shall be to an Article or a Section of, or an Exhibit or an Attachment to, this TSA unless otherwise indicated. For all purposes hereof, the terms “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation,” and “hereof,” “hereto,” “hereunder,” “herein” and similar expressions mean and refer to this TSA and not to any particular Article or Section.

## 2. Term.

### 2.1 Term.

The term of this TSA will commence on the Closing Date and will continue for a maximum term of three (3) months (the “Term”) unless terminated earlier pursuant to the terms of this TSA.

### 2.2 Effect of Expiration of Term or Earlier Termination.

Except as otherwise mutually agreed by the Parties in writing, the obligation of Sellers to provide the Services to the Buyers shall immediately cease upon the expiration of the Term or the effective date of any earlier termination of this TSA.

FINAL

### 3. Services.

#### 3.1 Scope of Services.

Subject to the terms and conditions of this TSA, Sellers, directly or through one or more of their Affiliates, shall provide to Buyers the Services. The scope of such Services is qualified as follows.

(a) It is understood and agreed that the Sellers and their Affiliates are not in the business of providing services such as the Services to third parties. Sellers shall use, and cause each of their Affiliates providing any Services to use, commercially reasonable efforts, skill and judgment to provide or cause to be provided the Services (i) in a good and workmanlike manner, (ii) in a manner that meets or exceeds the standards under which the Services were historically (within a reasonable amount of time in the past) performed by Sellers prior to Closing Date, and (iii) in accordance with the specifications, standards and requirements set forth in this TSA, including the exhibits attached hereto, and the SoW and the attachments thereto, subject to: (w) any Event of Force Majeure; (x) any limitations imposed by applicable Laws; and (y) commercially reasonable standards and policies adopted by Sellers in their reasonable discretion (including privacy policies) and applied generally to their businesses, and (z) the limitations set forth in this TSA.

(b) To the extent any Services were not provided by or on behalf of Sellers or any of their Affiliates with respect to the Business as conducted in the ordinary course prior to the Closing Date (consistent with historical (within a reasonable amount of time in the past) practice), Sellers shall perform such Services using substantially the same diligence and care as Sellers use in performing similar services in their own businesses and shall not discriminate against the Buyers (in favor of the businesses of Sellers or their Affiliates or any third party) with respect to providing such Services, subject to: (i) any Event of Force Majeure; (ii) any limitations imposed by applicable Laws; and (iii) commercially reasonable standards and policies adopted by Sellers in their reasonable discretion (including privacy policies) and applied generally to their businesses; and (iv) the limitations set forth in this TSA.

(c) In connection with receiving the Services, the Buyers shall, and shall cause the Business to, follow the policies, procedures and practices of Sellers in effect prior to the Closing Date (consistent with historical (within a reasonable amount of time in the past) practice) of the Business (except for such failure to follow such policies, procedures and practices that will not impede or hinder the efforts of Sellers or their Affiliates in performing the Services hereunder in a timely fashion, at a greater cost, and otherwise in accordance with this TSA). This shall include (i) providing cooperation, data and documentation and taking such actions, in each case, consistent with the recent historical practice of the Business, sufficient for the Sellers or their Affiliates to perform the Services as they were performed before the Closing Date, and (ii) making timely decisions, approvals and acceptances in order that the Sellers or such Affiliates may accomplish its obligations hereunder in a timely manner.

(d) The Services shall be provided in a manner that is substantially similar to the manner in which Sellers historically (within a reasonable time in the past) provided such Services to the Business prior to the Closing Date. Sellers shall not be required to provide any

FINAL

Services at a level or capacity that, in the aggregate, is in Sellers' commercially reasonable judgment materially greater than the level or capacity provided historically (within a reasonable amount of time in the past) by Sellers to the Business prior to the Closing Date.

### 3.2 Limitation on Services.

(a) Sellers shall have no obligation to provide any Services to, or for the benefit of, any third party or any other entity other than the Buyers or Buyers' Affiliates or for any business or locations (except for Services provided to a Buyer location where Buyers' centralized services are performed) other than the Business and substantially as historically (within a reasonable amount of time in the past) provided by Sellers prior to the Closing Date. In no event shall Buyers act as a service bureau or commercial reseller of all, or any portion, of the Services to third party entities.

(b) To the extent and in the manner provided in, and subject to the requirements of, this TSA, the Sellers shall provide, or shall cause to be provided, the Buyers with access to certain of Sellers' information technology software and systems (the "Systems") as necessary for Buyers to operate the Business subject to the maintenance and service standards or practices historically (within a reasonable amount of time in the past) in effect prior to the Closing Date, and only at the locations such Services are being provided to the Business as of the Closing Date. Access to the Systems is granted solely for the purposes contemplated in this TSA, and is limited to those specific Systems set forth herein. Access to the Systems is subject to restrictions in any agreements with third party providers of the System and Sellers' business control and information protection policies, standards and guidelines historically (within a reasonable amount of time in the past) in effect prior to the Closing Date. In the event that Buyers' access to the Systems is restricted by any agreements with third party providers of the Systems, Sellers shall provide the Buyers with written notice thereof (together with a reasonable description of such restriction on access to the Systems) and upon receipt of such notice, the Buyers may request that the Sellers, and the Sellers shall, (i) cooperate with the Buyers to determine an alternative manner for Buyers' access to such System that would not be subject to such restriction and (ii) provide Buyers with reasonable assistance in the mitigation of any lack of access to such System resulting from the restriction or any breach or violation of such restriction as a result of Buyers' access to such System. Use of any of the Sellers' information systems other than the Systems pursuant to this TSA is expressly prohibited. This prohibition applies even when Sellers' Systems to which Buyers have authorized access serve as a gateway to other information systems outside the Buyers' scope of authorization. Without limiting the foregoing, Buyers agree to maintain reasonable security measures to comply with the above obligations and to ensure the same degree of care in the use of the Systems that Buyers require for the use of their information systems (but in no event less than a reasonable degree of care). Buyers shall not reverse engineer, reverse assemble, disassemble or decompile the Systems to which it is being granted access or use pursuant to this TSA, or otherwise attempt to discover any source code, algorithms, trade secrets or other proprietary rights embedded in or relating to such Systems by any means whatsoever, nor shall it authorize any other person to do so. Buyers shall grant to Sellers' personnel reasonable access, upon reasonable notice, to Buyers' systems, equipment and facilities related to the Business for the sole purposes of (i) initial and periodic verification of both the physical and logical segregation and separation of Sellers' and Buyers' personnel and data and (ii) provision of the Services, and for no other purposes. Sellers shall not reverse



FINAL

engineer, reverse assemble, disassemble or decompile Buyers' systems to which it is being granted access or use pursuant to this TSA, or otherwise attempt to discover any source code, algorithms, trade secrets or other proprietary rights embedded in or relating to such systems by any means whatsoever, nor shall it authorize any other person to do so.

(c) The Sellers shall have no obligation to provide or cause to be provided any Service to a Buyer to the extent the performance of such Service would (i) render the Sellers or their Affiliates in breach or violation of a third party agreement or right or (ii) constitute a violation of any Laws; provided that if any Service cannot be provided for the reasons described in this Section 3.2(c) or Section 3.6 the Sellers shall provide the Buyers with written notice thereof (together with a reasonable description of such Service and the applicable breach or violation) and upon receipt of such notice, the Buyers may request that the Sellers, and the Sellers shall, (x) cooperate with the Buyers to determine an alternative manner for the provision of any such Service that would not result in such breach or violation, (y) provide Buyers with reasonable assistance in the mitigation of such breach or violation or loss of Service, and (z) to the extent the actions described in clauses (x) and (y) do not result in the reasonable restoration of such Service to Buyers, reimburse that portion of the Fees as Buyers and Sellers mutually agree are reasonably allocable to such Service and provide a commensurate reduction in any Fees not yet paid hereunder.

(d) The Sellers shall not be obligated to provide, or cause to be provided, any Services hereunder if to do so would require any Sellers or any of their Affiliates to do any of the following in a manner or to a degree inconsistent with Sellers' historical (within a reasonable time in the past) practices in performing such Services (after giving effect to the Fees payable hereunder): (i) hire any additional employees or consultants, (iii) pay overtime to employees, or (iv) acquire any additional equipment or software.

### 3.3 Use of Third Parties to Provide Services.

The Buyers acknowledge and agree that prior to the Closing Date, the Sellers or their Affiliates may have subcontracted with third parties to provide services in connection with all or any portion of the Services to be provided hereunder. The Sellers reserve the right to continue in accordance with prior custom in the ordinary course of business to subcontract with unaffiliated third parties to provide the Services, provided that (i) Sellers shall not be compensated for any costs in addition to the Fees in connection with any such subcontracts, (ii) such third parties agree to apply the same standards of confidentiality and non-disclosure to information relating to Buyers as they have historically applied with respect to information relating to Sellers, and (iii) Sellers shall use commercially reasonable efforts to cause such subcontractors to comply with the terms and conditions of such subcontracts, including but not limited to standards of quality and service provided therein. Notwithstanding the foregoing, any failure by a subcontractor to so perform shall not be deemed a breach by Sellers under this TSA provided that (y) Sellers have complied in all material respects with their obligations under this Section 3.3 and (z) any such failure is not the result of acts or omissions by Sellers.

### 3.4 Management and Control of the Services.

(a) During the Term, Sellers shall permit Buyers to consult with the applicable employees of Sellers and/or their Affiliates providing Services hereunder, upon reasonable request and at reasonable times and without undue disruption of the conduct of the business of Sellers or such Affiliates. The individuals employed by Sellers or their Affiliates who provide Services pursuant to this TSA shall in no respect be considered employees of Buyers for purposes of this TSA. Sellers or one of their Affiliates shall act as the sole employer of the individuals it employs and shall not delegate any employment functions to Buyers. Sellers and their Affiliates shall have the sole responsibility for the day-to-day control and supervision of the individuals employed to provide the Services in connection with this TSA. Buyers shall not be responsible for (i) paying any costs and expenses of Sellers' employees providing Services pursuant to this TSA, (ii) processing any payrolls for such employees, (iii) paying any workers' compensation, unemployment compensation and other withholding, payroll and other taxes relating to such employees, and (iv) paying for and administering any fringe benefit programs for which such employees may be eligible. Subject to Article 12, Sellers retain any and all liability with respect to the actions, activities and conduct of such individuals in full (including any employment-related claims, litigation or other assertions of liability or responsibility).

(b) Each Party shall designate two (2) individuals (and an alternate in case such individuals are not available) from time to time (the "Representatives") to serve as its representatives with respect to this TSA. Each Party agrees to make its Representatives reasonably available to the other Party for consultation regarding any matters relating to this TSA. The Representatives may be changed from time to time upon written notice to the other Party. As of the Closing Date, the Representatives of each Party shall be as set forth on Exhibit B.

(c) The Representatives shall (i) communicate with their respective employers with respect to any inconsistency, inefficiency or waste in the provision of the Services, and (ii) provide an initial point of contact with respect to any other material issues arising out of the provision of the Services. With respect to any communications between the Parties relating to the provision of any Services that have been agreed to by the Parties under this TSA, other than the communications described in clause (ii) in the prior sentence, the employees of each Party and its Affiliates shall be permitted to directly contact the employees of the other Party and its Affiliates who are directly involved in the provision of such Services.

(d) During the Term and for one (1) year after the termination in full thereof, the Buyers will not, and will cause their Affiliates not to, directly or indirectly solicit for employment or hire any person in the employ of the Sellers or any of their Affiliates who is providing Services hereunder; provided, however, that nothing in this TSA shall prohibit the Buyers from offering employment to persons (i) who respond to general solicitations or advertisements that are not specifically directed at employees of the Sellers or any of their Affiliates or (ii) whose employment with Sellers is terminated by Sellers.

### 3.5 Obligations of Buyers.

FINAL

In addition to the other obligations of the Buyers set forth in this TSA, Buyers will promptly provide all information and materials required for Sellers to properly perform the Services (including, without limitation, all necessary proprietary information and materials of Buyers that are reasonably required to prepare Sellers' personnel and third party service providers to perform the Services, as well as all relevant information regarding Buyers' procedures, campaigns, action plans, etc.) and take such other actions as are reasonably necessary to assist or enable Sellers and their third party service providers to perform the Services. In performing their obligations under this TSA, each Party agrees and understands that Buyers' performance of their obligations is necessary to enable Sellers to perform the Services. Buyers agree that if they do not perform their obligations under this TSA and such non-performance materially impairs Sellers' ability to perform the Services, Sellers shall not be considered in default or breach under this TSA with respect to the provision of Services to the extent impaired by any such non-performance by Buyers.

### 3.6 Licenses and Consents.

(a) Sellers shall use commercially reasonable efforts to secure such licenses, waivers, permissions and consents (each a "Consent") as are necessary for the use of any item or service reasonably necessary for Sellers to provide the Services to Buyers under this TSA. In the event that a fee is demanded for such Consent and Sellers know that the imposition of any such fee might reasonably be avoided if an alternative approach is pursued, then Sellers shall so notify Buyers and the Parties shall work cooperatively to evaluate and, if appropriate, implement any alternative approaches identified by Sellers. If, despite Sellers' commercially reasonable efforts pursuant to Section 3.2(c) and this Section 3.6 to secure any license, waiver, permission or consent necessary for the use of any item or service reasonably necessary for Sellers to provide the Services under this TSA, such license, waiver, permission or consent cannot be obtained by Sellers, then Buyers shall be responsible for obtaining any such item or service as to which such licenses, waivers, permissions or consents cannot be obtained and that Sellers reasonably deem necessary for Sellers to provide the Services and Sellers shall reimburse Buyers for that portion of the Fees as Buyers and Sellers mutually agree are reasonably allocable to such item or service and provide a commensurate reduction in any Fees not yet paid hereunder.

(b) Buyers agree and undertake that they will observe the terms and conditions of any third party licenses made available to it in connection with the provision of the relevant Services to the extent Sellers have made Buyers aware of the relevant terms and conditions. Buyers shall not breach the terms or conditions of any such third party licenses of which Buyers have actual knowledge.

(c) Sellers shall be entitled to withhold or to suspend any Services using, or which require the use of, third party licenses, without any liability if Buyers breach any material term or condition in any relevant third party license, provided that Sellers have provided Buyers reasonable notice of the terms and conditions of such third party license.

### 3.7 Use of Shared Assets and Services.

Buyers acknowledge and agree that certain assets (including hardware, software and services) used by Sellers in the provision of the Services will be shared and used concurrently by

FINAL

Sellers, Buyers and third parties. Buyers further acknowledge and agree that (i) Buyers will not have the right or ability to use such shared assets or services beyond the Term of this TSA and (ii) Sellers shall in no event be required to allow Buyers to have access to and/or use of any computer software programs, databases and external data services used in the conduct of the business of Sellers or that are owned or licensed by Sellers or an Affiliate of Sellers, except with respect to the Systems. Buyers acknowledge and agree that, except as expressly set forth in this TSA, they shall not have any right, title, or interest in or to the assets (including hardware, software and services) used by Sellers in the provision of the Services.

### 3.8 Sellers' Personnel.

Services may be provided by such employees, agent and contractors of Sellers and their Affiliates as Sellers deem appropriate in their reasonable discretion. The Representatives shall act as the principal points of contact between the Parties for all matters relating to the day-to-day provision of the Services, and shall meet as often as may be reasonably necessary in connection therewith.

### 3.9 Facilities.

Subject to Section 3.6, the Services shall be provided by Sellers using the facilities, furniture and fixtures owned or leased by Sellers, their Affiliates, or third party service providers (collectively, the "Facilities"). Buyers acknowledge and agree that they shall not have any right, title, or interest in or to the Facilities except as expressly set forth in this TSA. To the extent any Service requires access to or use of any asset of Buyers or their Affiliates, Buyers shall permit Sellers' personnel, or cause Buyers' Affiliates or third party service providers, to permit Sellers' personnel to be permitted to have such reasonable access and reasonable use of any such asset, without charge or expense to Sellers, for the provision of Services. In connection therewith, Buyers shall be responsible, at their sole cost and expense, for securing any necessary waivers, permissions and consents.

### 3.10 Interruption of Services.

(a) In providing the Services and subject to this Section 3.10, Sellers will use commercially reasonable efforts to provide or cause to be provided uninterrupted Services throughout the Term. If, however, Sellers, any of their Affiliates or any third party service provider is wholly or partially prevented from providing a Service or component thereof or if the Services are interrupted or suspended, in either case by reason of any event set forth in Section 3.10(b), Sellers shall not be obligated to deliver or cause to be delivered such Service during such periods; provided, that Sellers have given reasonable written notice of the interruption within a reasonable period of time, explaining the reason, purpose and likely duration therefore. If Sellers cannot readily reinstate, or cause to be reinstated, the relevant Service, Sellers shall cooperate with Buyers in securing (at the Buyers' sole cost and expense) alternative Services.

(b) Neither of the Parties shall be responsible for any delay in the performance of any obligation hereunder due to fires, floods, storms, wars, riots, rebellions, acts of God, acts of governments, acts of terrorism, governmental requirements and regulations, restrictions imposed by Law, or any other similar conditions, beyond the reasonable control and without the



FINAL

fault or gross negligence of such Party (each, an “Event of Force Majeure”), and the time for performance by such Party shall be extended by the period of such delay.

3.11 Cooperation.

The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of the Services hereunder.

4. Intentionally Deleted.

5. Compliance with Laws.

5.1 Laws Affecting the Provision and Receipt of Services.

At all times during the Term, (i) Sellers shall fully comply, and be and remain in compliance, with all applicable Laws affecting their provision of the Services, and the terms of this TSA relating to or affecting the performance of their obligations hereunder, and shall secure and maintain in full force and effect all government licenses, permits and authorizations necessary for the performance of their obligations hereunder, and (ii) Buyers shall fully comply, and be and remain in compliance, with all applicable Laws affecting its receipt of the Services, and the terms of this TSA relating to or affecting the performance of their obligations hereunder, and shall secure and maintain in full force and effect all government licenses, permits and authorizations necessary for the performance of their obligations hereunder. Each Party shall comply with all Laws applicable to its business. Notwithstanding any provision herein to the contrary: (i) Sellers shall not be liable to Buyers (including, but not limited to, liability for lawsuits, administrative claims, regulatory actions, or similar proceedings) for violation or non-compliance with Laws where said violation or non-compliance results from Sellers’ adherence to the guidelines, work processes, policies, procedures or instructions of Buyers; (ii) Sellers are entitled to reasonably rely on all information and instructions provided by Buyers with respect to legal and regulatory requirements applicable to the businesses of Buyers; and (iii) subject to Article 12, Buyers shall fully indemnify Sellers against any lawsuit, administrative claim, regulatory action or similar proceedings brought against a Seller for violation or non-compliance with Laws, where the said violation or non-compliance results from such Sellers’ adherence to the guidelines, work processes, policies, procedures or instructions of Buyers.

5.2 Change in Laws.

To the extent that a change in any applicable Laws adversely affects the ability of Sellers to perform their obligations under this TSA, Sellers shall take such actions as are reasonably necessary and appropriate for Sellers to fulfill their obligations hereunder. To the extent that a change in any applicable Laws adversely affects the ability of Buyers to receive or to use Services (as defined in Section 7.3(a) of this TSA), Buyers shall take such actions as are reasonably necessary and appropriate for Buyers to receive or to use Services or to terminate the affected Service in accordance with the terms of this TSA.

6. Disputes.

6.1 Dispute Resolution.

FINAL

If a dispute arises between Sellers and Buyers, their respective Representatives shall negotiate in good faith to resolve such dispute. If such Representatives are unable to resolve the dispute within ten (10) Business Days after the dispute was referred to them, then they shall refer the dispute in writing to a committee comprised of senior business management, operations and technology staff of equal numbers from Sellers, on the one hand, and from Buyers, on the other hand (the “Dispute Resolution Committee”) for resolution. Upon receipt of a written referral from the Representatives specifically identifying the nature of the dispute as well as the relative positions taken by the Parties, respectively, the Dispute Resolution Committee shall meet within ten (10) Business Days thereafter in an effort to resolve the dispute raised in accordance with this Article 6. If the Dispute Resolution Committee is unable to resolve the dispute within thirty (30) calendar days after receipt of the referral, then the Dispute Resolution Committee shall forward the referral to the executives of Sellers and Buyers, along with a statement of any actions taken or recommendations made by the respective members of the Dispute Resolution Committee. Upon written referral from the Dispute Resolution Committee, the executives of Sellers and Buyers shall meet within ten (10) Business Days thereafter in an effort to resolve the dispute. If such executives are unable to resolve the dispute within ten (10) Business Days after the Parties have commenced negotiations, or fourteen (14) calendar days have passed since the initial request for negotiations at this level, then the Parties shall submit the referral for resolution in accordance with Section 2.1(c) of the Purchase Agreement, except that for purposes of any dispute hereunder, the “Arbiter” shall be a nationally recognized consulting firm that is mutually selected by Seller and Buyer and has with expertise in the area of the Service subject to such dispute.

#### 6.2 Sellers’ Third Party Agreements.

The Parties acknowledge and agree that Sellers’ decision of whether or not to exercise any of its rights or remedies under any agreement between a Seller or its Affiliate and one or more of Sellers’ third party service providers with respect to the Services that such Seller has directed to be provided to a Buyer hereunder shall take into account the Services provided hereunder.

### 7. Termination.

#### 7.1 Termination for Breach.

(a) Except as set forth in Section 7.1(b), if either Party materially defaults in the performance of its obligations under this TSA and the defaulting Party has failed to cure such default (i) within five (5) Business Days for breach of applicable Law after written notice thereof, or (ii) within thirty (30) days for all other breaches after written notice thereof (and such additional time, if any, as is reasonably necessary to cure the failure, assuming that the defaulting Party promptly and diligently proceeds to attempt to cure the failure), the Party not in default may terminate this TSA by a second written notice to the other Party, effective not less than ten (10) days after delivery of such notice.

(b) In the event the Fees are not paid as set forth herein, Sellers may terminate the Services within the later of ten (10) calendar days from the date fees are due and payable as

FINAL

set forth herein and five (5) calendar days from the date of notice by Sellers that the Fees have not been paid.

#### 7.2 Termination of Services.

(a) Sellers may terminate all or a portion of the Services provided by such Sellers during the Term upon thirty (30) days prior notice upon the change of control of a Buyer, or upon the sale of any material portion of the Business by a Buyer.

(b) Buyers may terminate all or any portion of the Services during the Term by giving Sellers thirty (30) days written notice of such termination, in which case, with respect to any terminated Services, Sellers shall be compensated in accordance with the terms set forth in Exhibit C for the applicable charges for such terminated Services through and including the effective date of termination. Buyers may not thereafter elect to continue or resume receiving such terminated Service after the termination date designated for termination by Buyers unless Sellers agrees in writing, in their sole discretion, to continue or resume providing the applicable Service.

(c) Sellers may terminate all or any portion of the Services if a Buyer ceases to carry on the Business, or is otherwise unable to pay its debts as they fall due.

(d) Sellers' obligations hereunder shall terminate upon notice to Buyers in the event any of the following occur: (i) the commencement of any proceedings, whether under court supervision or otherwise, for the liquidation or dissolution of any Buyer receiving Services; (ii) the insolvency, appointment of a receiver for or institution of reorganization or similar proceedings of or for any Buyer; (iii) the making of any assignment for the benefit of creditors by any Buyer; or (iv) the filing of a petition in bankruptcy by or against any Buyer under any bankruptcy or debtor's Laws for its relief or reorganization or for the composition, extension, arrangement or readjustment of its obligations.

(e) In addition to the termination rights set forth in subsection (a) hereof, Sellers may terminate performance of certain Services under this TSA if any act or omission of a Buyer directly or indirectly triggers a right of any third party service provider used by the Sellers to provide such Services to terminate all or a portion of such agreement and such third party service provider actually terminates such agreement.

#### 7.3 Effect of Termination or Expiration.

(a) Upon termination of this TSA for any reason, each Party shall promptly return to the other Party all Confidential Information belonging to the other Party and software, hardware, documents, manuals, statements and other materials (including all copies) supplied under or in connection with its performance of this TSA that contains Confidential Information of the other Party.

(b) Termination of this TSA shall not affect a Party's accrued rights and obligations at the date of termination.

**8. Fees and Payment.**

Sellers shall be compensated for provision of the Services in accordance with the terms in Exhibit C (collectively, the “Fees”). In the event that Buyers request Sellers to provide any services other than the Services, the Parties shall mutually agree on additional fees payable in connection with such services and shall amend, in a signed writing, Exhibit C to reflect the addition of such services and fees. In addition, Sellers (or an Affiliate designated by Sellers) shall be compensated in accordance with the terms in Exhibit C for the reasonable out-of-pocket costs of transportation, meals and lodging incurred by Sellers (or their Affiliates) at the request of Buyers in accordance with the Sellers’ or their Affiliates’ customary travel and expense policies for the expenses of Sellers’ (or any of their Affiliates’) employees, consultants or agents while traveling away from home and overnight for the purpose of providing any Services hereunder.

**9. Proprietary Information and Confidentiality.**

9.1 Proprietary Information and Data.

No Party shall be deemed to have acquired any interest in Confidential Information of another Party or its Affiliates.

9.2 Sellers’ Confidential Information.

The Buyers shall, and shall cause its Affiliates and their respective directors, officers and employees to, maintain in strict confidence and not disclose to any third party (except their respective employees, subcontractors and advisors (in each case as is under a written or other legal obligation of confidentiality) in connection with the receipt of the Services) the Confidential Information of Sellers, except (i) as may be required by any Law or order of a court of competition jurisdiction, in which case the Buyers shall, if permissible, promptly notify the Sellers of any such requirement and the Sellers or their Affiliates shall be permitted to seek confidential treatment for such information or (ii) for such information which (A) is or becomes generally available to the public other than as a result of a disclosure by the Buyers or their directors, officers, employees, Affiliates, representatives (including attorneys, accountants, consultants, bankers and financial and other advisors) or agents in violation of this Section 9.2 or (B) is or becomes available to the Buyers or their Affiliates on a non-confidential basis from a source other than the Sellers or their representatives, provided that such source is not known to the Buyers at the time of disclosure to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Sellers or any other party with respect to such information.

9.3 Buyers’ Confidential Information.

Sellers shall maintain and shall cause their Affiliates and their respective directors, officers and employees to maintain in strict confidence and not disclose to any third party (except their respective employees, subcontractors and advisors (in each case under a written or other legal obligation of confidentiality) in connection with the provision of the Services) the Confidential Information of Buyers, except (i) as may be required by Law or order of a court of competent jurisdiction, in which case the Sellers shall, if permissible, promptly notify the Buyers



FINAL

of any such requirement and the Buyers or their Affiliates shall be permitted to seek confidential treatment for such information or (ii) for such information which (A) is or becomes generally available to the public other than as a result of a disclosure by the Sellers or their directors, officers, employees, Affiliates, representatives (including attorneys, accountants, consultants, bankers and financial and other advisors) or agents in violation of this Section 9.3) or (B) is or becomes available to the Sellers or their Affiliates on a non-confidential basis from a source other than the Buyers or their representatives, provided that such source is not known to the Sellers at the time of disclosure to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Buyers or any other party with respect to such information.

#### 9.4 Sharing and Safeguarding of Confidential Information.

With respect to any Confidential Information, each of the Parties agrees as follows: (i) it shall use the same degree of care in safeguarding the Confidential Information of the other Party as it uses to safeguard its own information which is proprietary and/or treated as confidential (but in no event less than a reasonable degree of care); and (ii) upon the discovery of any inadvertent disclosure or unauthorized use of said information, or upon obtaining notice of such a disclosure or use from the other Party, it shall take or cause to be taken all necessary actions to prevent any further inadvertent disclosure or unauthorized use, and the first Party shall be entitled to pursue any other remedy at law or in equity which may be available to it (including specific performance).

### 10. Data Protection

(a) Each Party undertakes and warrants to the other that it will use reasonable endeavors to comply with all applicable data protection Laws in connection with its performance of this TSA.

(b) Each Party shall only act on instructions from the other regarding the processing of personal data provided by the other pursuant to this TSA and each Party shall ensure appropriate technical and organizational measures are taken against the unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Each Party shall from time to time comply with any reasonable request made by the other to ensure compliance with the measures mentioned in this clause.

(c) Subject to the other provisions of this Article 10, each Party hereby instructs the other to carry out any processing of personal data provided to the other by such Party as reasonably necessary for the performance of this TSA. Each Party agrees that no instruction given by such Party to the other regarding the use of any relevant personal data shall require the other Party to carry out any processing under which any person may be in breach of any relevant data protection legislation or regulation in any jurisdiction.

FINAL

## **11. Indemnity.**

### **11.1 Sellers' Indemnification Obligations.**

Subject to the limitations set forth in Article 12, Sellers agree to indemnify and hold harmless the Buyers, its and their, and their Affiliates, and its and their members and stockholders, directors, officers, employees, and agents (each a "Buyer Indemnified Party") from any damages incurred by any Buyer Indemnified Party as a result of, based upon or arising out of (i) any material breach or material non-performance of any of the covenants or agreements made by Sellers hereunder, (ii) the gross negligence or willful misconduct of Sellers or any of their Affiliates, or (iii) any failure of Sellers to satisfy their monetary obligations hereunder.

### **11.2 Buyers' Indemnification Obligations.**

Subject to the limitations set forth in Article 12, Buyers agree to indemnify and hold harmless the Sellers, its and their, and their Affiliates, and its and their members and stockholders, directors, officers, employees, and agents (each a "Seller Indemnified Party") from any damages incurred by any Seller Indemnified Party as a result of, based upon or arising out of (i) any material breach or material non-performance of any of the covenants or agreements made by Buyers hereunder, (ii) the gross negligence or willful misconduct of Buyers or any of their Affiliates, or (iii) any failure of Buyers to satisfy their monetary obligations hereunder.

### **11.3 Notice of Indemnification Claim.**

If either Party asserts a claim for indemnification hereunder, such Party shall give prompt written notice to the other Party specifying the facts constituting the basis for, and the amount (if known) of, the claim asserted.

## **12. Limitations of Liability**

### **12.1 Buyers' Remedy.**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS TSA, AND FOR ANY REASON, INCLUDING BREACH OF ANY DUTY IMPOSED BY THIS TSA, AND REGARDLESS OF ANY CLAIM IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, BUYERS' REMEDIES FOR ANY SUCH CLAIM SHALL BE LIMITED TO (I) REPERFORMANCE BY SELLERS OF THE SERVICE AT ISSUE, AND (II) IN THE EVENT THAT SUCH REPERFORMANCE FAILS OR BUYERS SUFFER ACTUAL DIRECT DAMAGES NOTWITHSTANDING SUCH REPERFORMANCE, BUYERS' ACTUAL DIRECT DAMAGES RESULTING FROM SUCH BREACH OF DUTY BY SELLERS; PROVIDED, HOWEVER, THAT IF THERE IS AN UNCURED MATERIAL BREACH BY SELLERS OF THIS TSA, BUYERS SHALL HAVE THE RIGHT TO TERMINATE THIS TSA PURSUANT TO SECTION 7.1. SELLERS' MAXIMUM AGGREGATE LIABILITY TO BUYERS FOR DAMAGES SHALL BE LIMITED TO BUYERS' ACTUAL DAMAGES UP TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID HEREUNDER.

### **12.2 Exclusion of Incidental and Consequential Damages.**

FINAL

INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER PROVISION OF THIS TSA, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, AND FURTHER INCLUDING INJURY TO PROPERTY, AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS TSA, INCLUDING ANY FAILURE OF PERFORMANCE, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. THE PRECEDING SENTENCE SHALL NOT APPLY TO INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM A BREACH OF ARTICLE 9 OR ARTICLE 10 OF THIS TSA.

12.3 Buyers' Failure.

SELLERS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ANY SERVICE OR ANY FAILURE TO DIRECT A THIRD PARTY SERVICE PROVIDER TO PROVIDE SERVICES TO THE EXTENT SUCH FAILURE IS DIRECTLY OR INDIRECTLY CAUSED BY A MATERIAL FAILURE OF BUYERS TO COMPLY WITH ANY OBLIGATIONS OF BUYERS HEREUNDER UPON WHICH SELLER DEPENDS IN PERFORMING SUCH SERVICES.

12.4 Warranties.

SELLERS WILL USE REASONABLE CARE AND SKILL IN PROVIDING OR OTHERWISE PERFORMING THE SERVICES UNDER THIS TSA AND WILL PERFORM THE SERVICES IN A GOOD AND WORKMANLIKE MANNER AS SET FORTH IN THIS TSA. EXCEPT AS EXPRESSLY PROVIDED IN THIS TSA, SELLERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION HEREWITH (INCLUDING WITHOUT LIMITATION, WITH RESPECT TO ANY SERVICES OR ANY DATA, WORKS OR MATERIALS PROVIDED HEREUNDER) INCLUDING, BUT NOT LIMITED TO NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES OR ANY DATA, WORKS OR MATERIALS TO BE PROVIDED UNDER THIS TSA. EXCEPT FOR WARRANTIES AS EXPRESSLY PROVIDED IN THIS TSA, SELLERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. Miscellaneous.

13.1 Amendments; Waivers.

This TSA and any exhibit attached hereto may be amended only by agreement in writing of the Parties. No waiver of any provision, nor consent to any exception to the terms of this TSA

FINAL

shall be effective unless in writing and signed by the Party to be bound and then only for the specific purpose.

13.2 Integration.

This TSA supersedes any and all oral or written agreements and understandings heretofore made relating to the subject matter hereof and contains the entire agreement of the Parties relating to the subject matter hereof. Exhibits, Annexes and Attachments thereto, Exhibits and attachments to this TSA are incorporated into this TSA by reference and made a part hereof.

13.3 Governing Law.

This TSA shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Michigan (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the TSA, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, any legal action or proceeding with respect to this TSA or the transactions contemplated hereby may be brought in any court of the State of Michigan having jurisdiction thereof or in the United States District Court for the Eastern District of Michigan, and by execution and delivery of this TSA, each of the Parties consents to the non-exclusive jurisdiction of those courts. Each of the Parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this TSA or the transactions contemplated hereby.

13.4 Severability.

Any term or provision of this TSA which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this TSA or affecting the validity or enforceability of any of the terms or provisions of this TSA in any other jurisdiction. If any provision of this TSA is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

13.5 Counterparts.

This TSA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each Party and delivered to the Party.

FINAL

13.6 Definitions; Sections and Headings.

The headings used in this TSA are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this TSA. Definitions shall apply equally to both the singular and plural forms of the terms defined.

13.7 Notices.

Any notice or other communication required or permitted pursuant to this TSA shall be effective only if it is in writing and delivered personally, by facsimile transmission, by a national overnight courier service or by registered or certified return-receipt mail, postage prepaid addressed as follows:

c/o Visteon Corporation  
One Village Center Drive  
Van Buren Township, Michigan 48111 U.S.  
Attention: Michael Sharnas  
Facsimile: (734) 736 5560  
Email: msharnas@visteon.com

with a copy (which shall not constitute notice to Seller) to:

Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, IL 60654  
Attention: James J. Mazza, Jr.  
Martin A. DiLoreto, Jr., P.C.  
Facsimile: (312) 862 2200  
Email: james.mazza@kirkland.com  
martin.diloreto@kirkland.com

If to Buyer:

Johnson Controls Interiors L.L.C.  
49200 Halyard Drive  
Plymouth, MI 48170  
Attention: General Counsel  
Facsimile: (734) 254 6914  
Email: Sandra.j.Quick@jci.com

with a copy (which shall not constitute notice to Buyer) to:

Foley & Lardner LLP  
500 Woodward Avenue; Suite 2700  
Detroit, Michigan 48226  
Attention: Daljit S. Doogal  
Facsimile: (313) 234 2800

FINAL

Email: ddoogal@foley.com

or to such other Person or address as any such Party may designate by notice to the other party. Notice shall be deemed to be given on the date of delivery when personally delivered or delivered by overnight courier, upon receipt of a legible copy when transmitted by facsimile or five (5) days after posting by certified mail with postage prepaid.

13.8 Expenses.

Except as otherwise provided herein, each Party is responsible for its own legal fees and other expenses incurred in connection with the transactions contemplated hereby.

13.9 Assignment.

Neither Party may assign this TSA or its rights and interests hereunder without the other Party's prior written consent, which may not be unreasonably withheld or delayed, and any such purported assignment without written consent shall be null and void; provided, however, that (i) a Buyer may assign its rights but not its obligations under this TSA to any Affiliate in connection with a transfer of any Purchased Assets or any portion of the Business and (ii) any subcontracting otherwise permitted under this TSA shall not be deemed an assignment by Sellers under this Section 13.9.

13.10 No Third Party Beneficiaries.

Except as expressly set forth above in Sections 11.1 and 11.2 of this TSA, the covenants, terms and conditions set forth herein are binding upon and shall incur solely for the benefit of the Parties and their respective successors and permitted assigns. Subject to the foregoing, no Person who is not a signatory hereto shall have any rights or benefits under this TSA, either as a third party beneficiary or otherwise.

13.11 Independent Contractor.

Each Party is an independent contractor and when its or their Affiliates' employees act under the terms of this TSA, they shall be deemed at all times to be under the supervision and responsibility of such Party; and no person employed by either Party and acting under the terms of this TSA shall be deemed to be acting as agent or employee of such Party or any customer of such Party for any purpose whatsoever. Neither Party shall act or represent or hold itself out as having authority to act as an agent or partner of any other Party, or in any way bind or commit the other Party to any obligations. Nothing in this TSA shall be deemed or construed to create a partnership or joint venture, agency, trust or other association of any kind, each Party being individually responsible only for its obligations as set forth in this TSA.

13.12 Further Assurances.

Each Party shall execute and deliver such further certificates, agreements and other documents and take such other actions as the other Party may reasonably request to consummate or implement the transactions contemplated hereby or to evidence such events or matters.



FINAL

13.13 Survival.

Notwithstanding anything to the contrary in this TSA, the provisions set forth in Articles 6, 9, 11, 12, and 13 shall survive the expiration or termination of this TSA.

[Signature page follows]

FINAL

IN WITNESS WHEREOF, each Party has caused this TSA to be duly executed by its officer thereunto duly authorized, as of the date first above written.

JOHNSON CONTROLS INTERIORS L.L.C.

By: \_\_\_\_\_  
Name: Sandra J. Quick  
Title: Vice President

JOHNSON CONTROLS AUTOMOTRIZ MEXICO, S DE RL DE CV

By: \_\_\_\_\_  
Name: Sandra J. Quick  
Title: Legal Representative

VC REGIONAL ASSEMBLY & MANUFACTURING, LLC

By: \_\_\_\_\_  
Name:  
Title:

CARPLASTIC S.A. DE C.V.

By: \_\_\_\_\_  
Name:  
Title:



FINAL

## EXHIBIT A

### 1. Seller Services – General Description

1.1 Subject to the terms, conditions and limitations of the TSA, the Sellers shall provide, or cause to be provided, the Services set forth in the Attachments.

**EXHIBIT A-1**  
**Services**

**STATEMENT OF WORK FOR TRANSITION SERVICES AGREEMENT**

**1. IT SERVICES**

**1.1 *IT Management Services***

IT management Services are as identified in this Section 1.1.

- Performance of IT operations oversight of Sellers' outsourced environments;
- Support of operations processes compliance;
- Performance of oversight of operations-related services provided by third party suppliers;
- Sarbanes-Oxley internal controls;
- Risk management;
- Security administration;
- Security management;
- Demand management;
- Business management;
- Contract compliance and administration; and
- Support of conversion to Buyers' IT systems.

**1.2 *IT Applications Used for Services***

The IT applications described in this Section 1.2 may be used in connection with the provision of Services

- QAD;
- JCAPS / VIA;
- Eagle Software;
- Sentinel;
- Sellers' software on leased laptop computers; and
- Third party software (together with the intellectual property embodied therein) used in the operation of the Business consistent with Sellers' past practice within the one year period prior to the date hereof.

- Any IT applications not expressly included in Section 1.1 through Section 1.2 of this SoW shall be excluded IT applications, including, without limitation GBC, EnterProj, eFin, WebFocus, and HFM.

## **2. IT HARDWARE**

All IT hardware and equipment located at the Business's plants as of the Closing Date shall be managed consistent with past practice in such plants during the Term of the TSA, and Buyers shall have full access and use of such items during the Term of the TSA. Centrally located systems shall be managed consistent with past practice, during the terms of the TSA, except as noted in section 1.2 of this SoW.

## **3. SERVICES FOR FINANCE**

Services provided for finance are as identified in this Article 3

- Accounting Information
  - Inventory status
- Accounts Payable
  - Weekly transmission by Sellers of vendor level remittance details, payment dates and general ledger accounting information for both production and non-production activity to Buyers in order to support payment from Buyers' AP system;
  - Monthly reporting of open GRIR items (clearing account) from Sellers' AP system to support Buyers' month-end accruals;
  - Processing of debit and credit memos to vendor statements, as required;
  - Track cash in advance vendors and coordinating invoices to Buyers; and
  - Capturing Buyers payment verification information in Sellers' payment files for vendors paid by Buyers.
- Accounts Receivable
  - Weekly transmission by Sellers of customer invoice details.
- Other Accounting Services
  - Monthly reporting of the relevant general ledger accounts
- All finance services not specifically mentioned above in this Article 3, are specifically excluded and not part of the services provided. Examples of excluded finance services include but are not limited to – cash forecasting, credit analysis, reconciliations, and business analysis.

**4. PURCHASING SERVICES**

Purchasing Services are as set forth in this Article 4.

- Maintenance of vendor contracts (including pricing and payment terms) in Visteon's IT systems;
- Coordination of price changes for suppliers on imposed parts;
- Oversight of vendor master changes (i.e. adds, deletes, and changes);
- Oversight of system governance for purchase order management tool; and
- Support of GBC process for engineering changes.

**5. ASSUMPTIONS FOR SERVICES**

- Buyers' Mexico legal structure matches Sellers':
  - US entity;
  - Maquiladora status for the plant; and
  - Mexican national entity to function as a trading company in the systems

**6. EXCLUDED SERVICES**

Any service not included in Articles 1 through 4 of this SoW shall be considered an excluded service including the items expressly described in this Article 6, and Sellers shall have no obligation to provide such items or services to Buyers.

- Legal services;
- Commercial – sales and marketing services;
- Local services, including utility services, building maintenance services, mobile phone services, and food services;
- Vehicle program services;
- Environmental services;
- Quality control services;
- Engineering support;

## **FINAL EXECUTION**

- HR services;
- Customs support and services;
- Freight and logistics support;
- Capital project support or management services and property accounting services;
- Treasury services, including foreign exchange and commodity hedging services, and cash forecasting services; and
- Tax services.

FINAL

**EXHIBIT B  
REPRESENTATIVES**

**1. Sellers' Representatives**

Brent Ericson – Senior Manager, Corporate Transactions

Cliff Peterson – Director, Corporate Transactions

**2. Buyers' Representatives**

Michael Muncie - Vice President & General Manager, Global Chrysler Business Unit

Robert Birtles - North American Interiors/JCIM Business Unit I.T. Manager

**EXHIBIT C**  
**FEES**

***Monthly Fees***

Monthly Fees in the amount of [REDACTED] USD shall be payable to Sellers on the first day of each month Services are expected or rendered. Fees are due and payable for any month in which Services are rendered and such Fees are non-refundable, except as set forth in Section 3.2(c) and Section 3.6.

**EXHIBIT D**  
**TO**  
**ASSET PURCHASE AGREEMENT**  
**[FORM OF SALE ORDER]**



**EXHIBIT C**

**Form of Cure Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	)				
In re:	)				Chapter 11
	)				
VISTEON CORPORATION, <u>et al.</u> , <sup>1</sup>	)				Case No. 09-11786 (CSS)
	)				
Debtors.	)				Jointly Administered
	)				

**TO: THE CONTRACT COUNTERPARTIES (AS DEFINED HEREIN) SET FORTH ON  
SCHEDULE A ANNEXED HERETO.**

**EXECUTORY CONTRACT ASSUMPTION AND CURE NOTICE**

**PLEASE TAKE NOTICE** that on March 22, 2010 the above-captioned debtors and debtors in possession (the “Debtors”) filed the *Motion for Entry of an Order (I) Approving (A) An Asset Purchase Agreement Related to the Sale of Certain Assets to Johnson Controls Interiors L.L.C. and Johnson Controls Automotriz Mexico, S. de R.L. de C.V.; (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; and (C) Procedures for Designating Certain Executory Contracts and Unexpired Leases to Be Assumed and Assigned, Providing Notice, and Determining Cure Amounts and (II) Granting Related Relief* (the “Motion”) [Docket No. \_\_\_\_\_] with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). A hearing on the Motion has been scheduled for April 13, 2010 at 9:00 a.m. prevailing Eastern Time.

On March 22, 2010, VC Regional Assembly & Manufacturing, LLC (“US Seller”) and its non-debtor affiliate, Carplastic S.A. de C.V. (“Mexico Seller” and, together with US Seller, “Seller”), entered into an asset purchase agreement with Johnson Controls Interiors L.L.C. (“US Buyer”) and Johnson Controls Automotriz Mexico, S. de R.L. de C.V. (“Mexico Buyer” and, together with US Buyer, “Buyer”), which, together with certain ancillary documents, contemplates the sale to Buyer of Seller’s Highland Park, Michigan and Saltillo, Mexico facilities as going concerns (the “Purchase Agreement”).<sup>2</sup>

The Purchase Agreement contemplates, and the order sought by the Motion (the “Order”) would authorize, US Seller to assume and assign to Buyer certain contracts, described and defined below as the Assigned Contracts, in accordance with section 365 of the Bankruptcy Code.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Visteon Corporation (9512); ARS, Inc. (3590); Fairlane Holdings, Inc. (8091); GCM/Visteon Automotive Leasing Systems, LLC (4060); GCM/Visteon Automotive Systems, LLC (7103); Infinitive Speech Systems Corp. (7099); MIG-Visteon Automotive Systems, LLC (5828); SunGlas, LLC (0711); The Visteon Fund (6029); Tyler Road Investments, LLC (9284); VC Aviation Services, LLC (2712); VC Regional Assembly & Manufacturing, LLC (3058); Visteon AC Holdings Corp. (9371); Visteon Asia Holdings, Inc. (0050); Visteon Automotive Holdings, LLC (8898); Visteon Caribbean, Inc. (7397); Visteon Climate Control Systems Limited (1946); Visteon Domestic Holdings, LLC (5664); Visteon Electronics Corporation (9060); Visteon European Holdings Corporation (5152); Visteon Financial Corporation (9834); Visteon Global Technologies, Inc. (9322); Visteon Global Treasury, Inc. (5591); Visteon Holdings, LLC (8897); Visteon International Business Development, Inc. (1875); Visteon International Holdings, Inc. (4928); Visteon LA Holdings Corp. (9369); Visteon Remanufacturing Incorporated (3237); Visteon Systems, LLC (1903); Visteon Technologies, LLC (5291). The location of the Debtors’ corporate headquarters and the service address for all the Debtors is: One Village Center Drive, Van Buren Township, Michigan 48111.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or Purchase Agreement, which is appended to the Motion as Exhibit B, as applicable.

**PLEASE TAKE FURTHER NOTICE** that the contracts listed on Schedule A annexed hereto have been identified as Assigned Contracts, which shall be assumed by US Seller and assigned to Buyer. The aggregate cure amount that US Seller believes must be paid pursuant to section 365 of the Bankruptcy Code to each Contract Counterparty in connection with the assumption and assignment of the Assigned Contract(s) of such Contract Counterparty set forth on Schedule A (the “Cure Amount”) is also set forth on Schedule A. You must file and serve any objection to the proposed Cure Amount or the assumption and assignment of the Assigned Contracts in accordance with the Assignment Procedures set forth below.

PLEASE TAKE FURTHER NOTICE that in accordance with the Motion and the terms of the proposed Order, the following procedures will govern the assumption and assignment of the Assigned Contracts:<sup>3</sup>

- (a) Cure Objections: Any non-debtor counterparty to a contract identified by US Buyer and US Seller as an Assigned Contract (a “Contract Counterparty”) seeking to (i) assert a Cure Amount based on defaults, conditions, or pecuniary losses under an Assigned Contract different from that set forth on the applicable Cure Notice or (ii) object to the planned assumption and assignment on any other grounds shall be required to file and serve a written objection (a “Cure Objection”) setting forth with specificity (a) any and all Cure Amounts that the Contract Counterparty asserts must be cured or satisfied with respect to any Assigned Contract set forth on the Cure Notice, (b) if the objection to the potential assignment of such Assigned Contract is based on issues regarding adequate assurance of future performance, what information with respect to Buyer such Contract Counterparty requires to satisfy its adequate assurance concerns, and/or (c) the basis for an objection on any other grounds.
- (b) Assigned Contract Cure Objection Deadline: To be considered timely with respect to an Assigned Contract, a Cure Objection must be filed with the Court no later than ten (10) calendar days from the date of service of a Cure Notice (the “Cure Objection Deadline”) and served on (i) co-counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attention: Christopher A. Glass, Telephone: (312) 862-2000, Facsimile: (312) 862-2200; (ii) co-counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19899, Attention: Mark M. Billion, Telephone: (302) 652-4100, Facsimile: (302) 652-4400; and (iii) counsel to US Buyer, Foley & Lardner LLP, One Detroit Center, 500 Woodward Avenue, Suite 2700, Detroit, Michigan 48226-3489, Attention: Daljit Doogal, Telephone: (313) 234-7100, Facsimile: (313) 234-2800. The hearing regarding any Cure Objections that are not based upon objections to the proposed Cure Amount for an Assigned Contract shall occur at the next omnibus hearing that is not less than ten (10) calendar days following the Cure Objection Deadline. The Debtors may file a response to any such Cure Objections no less than two (2) days prior to the applicable omnibus hearing.<sup>4</sup>
- (c) Resolution of Cure Objections Based Upon the Proposed Cure Amount: If a Contract Counterparty timely files a Cure Objection that solely alleges that a Cure Amount other than the amount set forth in the Cure Notice must be paid pursuant to section 365 of the Bankruptcy Code in order to assume and assign the relevant Assigned Contracts, such Assigned Contracts shall nevertheless be assumed and assigned to Buyer on the later of

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<sup>3</sup> The Debtors reserve all rights with respect to whether any agreements listed on Schedule A hereto constitute executory contracts under section 365 of the Bankruptcy Code.

<sup>4</sup> To the extent that a response to a Cure Objection poses any conflict of interest to Kirkland & Ellis LLP, conflicts counsel shall file a response to such Cure Objection.

(i) the Closing Date and (ii) the Cure Objection Deadline. US Buyer shall pay or cause to be paid the undisputed portion of the Cure Amount on or as soon as reasonably practicable after the Closing Date or Cure Objection Deadline, as applicable, and the disputed portion of the Cure Amount shall be determined as follows and the US Buyer shall pay or cause such amount to be paid as soon as reasonably practicable following resolution of such disputed Cure Amount. To resolve the disputed Cure Amount, US Buyer, US Seller, and the objecting Contract Counterparty shall negotiate in good faith to resolve such objection and upon the resolution of such Cure Objection shall enter into a written stipulation, which stipulation need not be filed with or approved by the Court. In the event that US Buyer and US Seller determine that the Cure Objection cannot be resolved without judicial intervention, then US Buyer and US Seller shall deliver a notice to that effect to the objecting Contract Counterparty and the Cure Amount will be determined by the Court at the next omnibus hearing occurring not less than fifteen (15) days after the Contract Counterparty's receipt of such notice.

- (d) Failure to File a Cure Objection: Unless a Cure Objection objecting to the assumption and assignment of an Assigned Contract on a basis other than the proposed Cure Amount is timely filed by the Cure Objection Deadline, and subject to the Court's entry of the Order, such Assigned Contract shall be deemed to be assumed by US Seller and assigned to Buyer as of the later of (i) the Closing Date and (ii) the Cure Objection Deadline. In such case, US Buyer shall pay or cause to be paid the applicable Cure Amount as soon as reasonably practicable after the date that such Assigned Contract is deemed assumed and assigned. Cure Objections based on the proposed Cure Amount shall be treated as set forth in paragraph (c) above.
- (e) Waiver of a Cure Objection: Contract Counterparties that fail to file a Cure Objection as provided above shall be deemed to have waived and released any and all cure obligations (except the Cure Amount set forth on Schedule A) and shall be forever barred and estopped from asserting or claiming against the Debtors, Buyer, or any other assignee of the relevant Assigned Contract that any additional amounts are due or defaults exist, or prohibitions or conditions to assignment exist or must be satisfied, under such Assigned Contract for the period prior to the assumption and assignment of such Assigned Contract.

**PLEASE TAKE FURTHER NOTICE** that this Cure Notice is subject to the full terms and conditions of the Motion and Order, as may be entered by the Bankruptcy Court, which shall control in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. A copy of the Motion and the proposed Order may be obtained by written request made to co-counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attention: Christopher A. Glass, Telephone: (312) 862-2000, Facsimile: (312) 862-2200. The documents may also be viewed by accessing the website of the Debtors' notice and claims agent, Kurtzman Carson Consultants LLC, at <http://www.kccllc.net/Visteon>.

Dated: \_\_\_\_\_, 2010

**PACHULSKI STANG ZIEHL & JONES LLP**

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Laura Davis Jones (DE Bar No. 2436)  
James E. O'Neill (DE Bar No. 4042)  
Mark M. Billion (DE Bar No. 5263)  
919 North Market Street, 17<sup>th</sup> Floor  
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**KIRKLAND & ELLIS LLP**

James H. M. Sprayregen, P.C. (IL 6190206)  
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Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

*Attorneys for the Debtors and Debtors in Possession*

# **SCHEDULE A**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:	Chapter 11
VISTEON CORPORATION, <u>et al.</u> , <sup>1</sup>	Case No. 09-11786 (CSS)
Debtors.	Jointly Administered
	Hearing Date: April 13, 2010 at 9:00 a.m. ET
	Objection Deadline: April 6, 2010 at 4:00 p.m. ET

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**NOTICE OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING  
(A) AN ASSET PURCHASE AGREEMENT RELATED TO THE SALE OF CERTAIN  
ASSETS TO JOHNSON CONTROLS INTERIORS L.L.C. AND JOHNSON CONTROLS  
AUTOMOTRIZ MEXICO, S. DE R.L. DE C.V.; (B) THE ASSUMPTION  
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES RELATED THERETO; AND (C) PROCEDURES FOR  
DESIGNATING CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES TO BE ASSUMED AND ASSIGNED, PROVIDING NOTICE, AND  
DETERMINING CURE AMOUNTS AND (II) GRANTING RELATED RELIEF**

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TO: (a) the Office of the United States Trustee; (b) the Committee; (c) counsel to the ad hoc group of lenders for the Debtors' prepetition senior secured term loan facility; (d) counsel for the administrative agent for the Debtors' prepetition senior secured term loan facility; (e) counsel for the administrative agent for the Debtors' debtor in possession credit facility; (f) counsel for the administrative agent for the Debtors' prepetition revolving senior secured credit facility; (g) the indenture trustee for each of the Debtors' outstanding unsecured bond issuances; (h) those parties who have requested notice pursuant to Bankruptcy Rule 2002; (i) known holders of liens, claims, and encumbrances against the VCRAM Assets; (j) Buyer and its counsel; (k) the counterparties to the Assigned Contracts; and (l) all applicable federal, state, and local taxing authorities

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Visteon Corporation (9512); ARS, Inc. (3590); Fairlane Holdings, Inc. (8091); GCM/Visteon Automotive Leasing Systems, LLC (4060); GCM/Visteon Automotive Systems, LLC (7103); Infinitive Speech Systems Corp. (7099); MIG-Visteon Automotive Systems, LLC (5828); SunGlas, LLC (0711); The Visteon Fund (6029); Tyler Road Investments, LLC (9284); VC Aviation Services, LLC (2712); VC Regional Assembly & Manufacturing, LLC (3058); Visteon AC Holdings Corp. (9371); Visteon Asia Holdings, Inc. (0050); Visteon Automotive Holdings, LLC (8898); Visteon Caribbean, Inc. (7397); Visteon Climate Control Systems Limited (1946); Visteon Domestic Holdings, LLC (5664); Visteon Electronics Corporation (9060); Visteon European Holdings Corporation (5152); Visteon Financial Corporation (9834); Visteon Global Technologies, Inc. (9322); Visteon Global Treasury, Inc. (5591); Visteon Holdings, LLC (8897); Visteon International Business Development, Inc. (1875); Visteon International Holdings, Inc. (4928); Visteon LA Holdings Corp. (9369); Visteon Remanufacturing Incorporated (3237); Visteon Systems, LLC (1903); Visteon Technologies, LLC (5291). The location of the Debtors' corporate headquarters and the service address for all the Debtors is: One Village Center Drive, Van Buren Township, Michigan 48111.

**PLEASE TAKE NOTICE** that on March 22, 2010, Visteon Corporation, together with its affiliated debtors and debtors in possession (collectively, the “Debtors”), in the above-captioned chapter 11 cases, filed the above-captioned motion (the “Motion”) with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801 (the “Bankruptcy Court”). A copy is enclosed herewith.

**PLEASE TAKE FURTHER NOTICE** that any response or objection to the relief sought in the Motion must be filed with the Bankruptcy Court on or before **April 6, 2010 at 4:00 p.m. prevailing Eastern time.**

**PLEASE TAKE FURTHER NOTICE** that at the same time, you must also serve a copy of the response or objection upon: (i) counsel to the Debtors: (a) Laura Davis Jones, Esq., Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17<sup>th</sup> Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705 (Courier 19801) and (b) James H.M. Sprayregen, P.C., Marc Kieselstein, P.C., James J. Mazza, Jr., Esq., Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654; (ii) counsel to the Official Committee of Unsecured Creditors: (a) Robert J. Stark, Esq., Brown Rudnick LLP, Seven Times Square, New York, New York 10036; (b) Jeremy B. Coffey, Esq., Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111; (c) Howard L. Siegel, Esq., Brown Rudnick LLP, City Place I, Hartford, Connecticut 06103; and (d) William P. Bowden, Esq., and Gregory A. Taylor, Esq., Ashby & Geddes, P.A., 500 Delaware Avenue, 8th Floor, Wilmington, Delaware 19801 and (iii) United States Trustee: (a) Jane Leamy, Esq., United States Trustee’s Office, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801.

**PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE MOTION WILL BE HELD ON APRIL 13, 2010 AT 9:00 A.M.**



ET BEFORE THE HONORABLE CHRISTOPHER S. SONTCHI, UNITED STATES  
BANKRUPTCY JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE  
DISTRICT OF DELAWARE, 824 MARKET STREET, 5<sup>TH</sup> FLOOR, COURTROOM NO. 6,  
WILMINGTON, DELAWARE 19801.

**PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN  
ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF  
DEMANDED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.**

Dated: March 22, 2010

Pachulski Stang Ziehl & Jones LLP

/s/ Mark M. Billion

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Laura Davis Jones (DE Bar No. 2436)  
James E. O'Neill (DE Bar No. 4042)  
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- and -

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Attorneys for the Debtors and Debtors in Possession