ASSET PURCHASE AGREEMENT

BY AND BETWEEN

VISTEON CORPORATION,

GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC,

GCM-VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC,

MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC,

VC REGIONAL ASSEMBLY & MANUFACTURING, LLC,

HARU HOLDINGS, LLC

AND

NISSAN NORTH AMERICA, INC.

October 23, 2009

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of October 23, 2009, by and between VISTEON CORPORATION, a Delaware corporation ("Visteon"), GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC, a Mississippi limited liability company ("GCMS"), GCM-VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC, a Mississippi limited liability company ("GCML"), MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC, a Tennessee limited liability company ("MIG"), VC REGIONAL ASSEMBLY & MANUFACTURING, LLC, a Delaware limited liability company ("VCRAM," and together with Visteon, GCMS, GCML, and MIG, "Seller"), HARU HOLDINGS, LLC, a Delaware limited liability company ("Buyer"), and NISSAN NORTH AMERICA, INC., a California corporation ("Nissan"), for the purposes set forth herein.

RECITALS:

A. Seller owns and operates automobile cockpit module, front end module, and interior manufacturing and assembly businesses located in LaVergne, Tennessee, Smyrna, Tennessee, Tuscaloosa, Alabama and Canton, Mississippi (the "Business"), including the facilitation of certain direct-shipment sourcing arrangements with suppliers and customers.

B. Pursuant to Title 11 of the United States, 11 U.S.C. §§101-1330, as amended (the "Bankruptcy Code"), Seller is currently a debtor-in-possession under Chapter 11 of the Bankruptcy Code in Case No. 09-11786 (Jointly Administered) (hereinafter referred to as the "Bankruptcy Case"), presently pending in the United States Bankruptcy Court for the District of Delaware (hereinafter referred to as the "Bankruptcy Court"), and Seller, upon proper approval and authorization from the Bankruptcy Court, may sell and assign its assets outside of the ordinary course of business.

C. Seller desires to sell to Buyer, and Buyer desires to purchase, substantially all of the assets of Seller which are primarily related to, or used primarily for, the operation of the Business, on the terms and conditions set forth in this Agreement in accordance with Sections 105, 363 and 365 of the Bankruptcy Code.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereto agree as follows:

1. Purchase of Assets.

1.1 ***Assets.*** Subject to the terms and conditions of this Agreement, as of the Closing (as defined in Section 2.1 hereof), Seller shall sell, convey, transfer and deliver to Buyer, and Buyer shall purchase free and clear of all Encumbrances (except for Permitted Encumbrances), in each case to the fullest extent permitted by Sections 363(b) and (f) of the Bankruptcy Code, all of Seller's right, title and interest in the properties, contracts, rights and assets held or used by Seller primarily for the operation of the Business, other than the Excluded Assets (the

"Purchased Assets" or "Assets"), including all of Seller's and/or its applicable Affiliate's right, title and interest in the following:

(a) buildings, conveyors, equipment and fixtures located at the Business' plants in LaVergne, Tennessee, Smyrna, Tennessee, Tuscaloosa, Alabama and/or Canton, Mississippi, including such items identified on Schedule 1.1(a) hereto;

(b) all Inventory;

(c) all (1) Intellectual Property and (2) trademarks, service marks, logos, slogans and brand names (the "Marks"), in each case, which such Intellectual Property and Marks are owned by Seller or an Affiliate of Seller and are used exclusively and solely in Current Model Engineering or the design, development, production and sale of the Finished Component Parts, other than the Excluded Assets (collectively, the "Transferred Intellectual Property");

(d) all off-site tooling, dies and other off-site assets, in each case primarily related to the Business (the "Off-Site Tooling"), including such Off-Site Tooling identified on Schedule 1.1(d) hereto;

(e) all claims, causes of action, choses in action and judgments in favor of Seller (or its Affiliates) primarily relating to the ownership, rights or condition of the Assets, all Avoidance Actions solely related to the Assets, and, to the extent assignable by Seller, all warranties (express or implied) and rights and claims assertable by (but not against) Seller related to the Assets, in each case other than such claims, causes of action, choses in action, judgments, warranties and rights related to the Excluded Liabilities (which shall be Excluded Assets);

(f) all operational, production, purchasing and sales records primarily relating to the Business (including, all equipment records and operating manuals for equipment constituting part of the Assets);

(g) contracts, commitments, purchase orders, leases (real and personal property leases) and agreements listed on Schedule 1.1(g-1) hereto (the "Scheduled Contracts") including those contracts, commitments and purchase orders relating to the Visteon direct source parts set forth on Schedule 1.1(g-2) hereto;

(h) all accounts and notes receivable due and payable to Seller or Seller's Affiliates as of the Closing Date from Buyer or Buyer's Affiliates (the "Nissan Receivables"); and

(i) all goodwill associated with the Business and the Assets.

1.2 ***Excluded Assets.*** All assets of Seller not held or used by Seller primarily for the operation of the Business shall be retained by Seller and shall not be conveyed to Buyer, and, notwithstanding anything in Section 1.1 to the contrary, those assets of Seller that are held or used by Seller primarily for the operation of the Business and listed or described on Schedule

1.2 hereto shall be retained by Seller and shall not be conveyed to Buyer (collectively, the "Excluded Assets").

1.3 Assumed Liabilities. In connection with the conveyance of the Purchased Assets to Buyer, Buyer agrees to assume, as of the Closing, the payment and performance of only the following liabilities (the "Assumed Liabilities") of Seller:

(a) all obligations arising, accruing, and based on events occurring, after the Closing in the case of the Scheduled Contracts and, in the case of any Held Contract assumed by Seller and assigned to Buyer pursuant to Section 9.12 hereof, such Held Contracts, after their assumption and assignment to Buyer; and

(b) all obligations with respect to all accounts and notes payable due and payable to Buyer or Nissan from Seller or Seller's Affiliates as of the Closing Date and incurred after the Petition Date, together (but without duplication) with accounts payable to Nissan from Seller or Seller's Affiliates as of the Closing Date in respect of rent under the Canton Lease (whether or not incurred after the Petition Date) so long as such rent amount does not to exceed $50,000.00 (collectively, the "Nissan Payables") and Accrued Vacation, to the extent the amount of such obligations are included in the calculation of the Purchase Price in Section 1.5.

Buyer agrees to perform and discharge all of the Assumed Liabilities when and as they become due; provided, however that Buyer shall not be liable under this Agreement for claims of third parties in respect of any of the Assumed Liabilities which claims such third parties would have had against Seller if the sale and purchase of the Assets were not to occur.

1.4 Excluded Liabilities. Except for the Assumed Liabilities and Permitted Encumbrances, 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 and none of the assets of Buyer shall be or become liable for under this Agreement, 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 the following:

(a) any accounts payable or current liabilities of Seller that are not Assumed Liabilities;

(b) any debt, obligation, expense or liability of Seller that is not an Assumed Liability;

(c) except as otherwise provided in Section 9.19, claims or potential claims against Seller relating to the Business for products liability or general liability relating to events asserted to have occurred prior to the Closing;

(d) any liabilities or obligations of Seller or the Business arising out of any of the Excluded Assets;

(e) Tax liabilities or obligations of Seller in respect of periods prior to the Closing or resulting from the consummation of the transactions contemplated herein (other than that portion of the Transfer Taxes that is the responsibility of Buyer under Section 10.7(iii));

(f) any liability of Seller for any and all claims by or on behalf of Seller's employees relating to periods prior to the Closing (other than claims for Accrued Vacation), including liabilities of Seller for any pension, profit sharing, deferred compensation, or any other employee health and welfare benefit plans, liability for any EEOC claim, ADA claim, FMLA claim, wage and hour claim, unemployment compensation claim, or workers' compensation claim, and any liabilities or obligations of Seller to former employees of Seller under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended;

(g) any obligation or liability of Seller accruing, arising out of, or relating to any federal, state or local investigations of, or claims or actions against, Seller or any of its Affiliates or any of their employees, agents, vendors or representatives with respect to acts or omissions prior to the Closing;

(h) any civil or criminal obligation or liability of Seller accruing, arising out of, or relating to any acts or omissions of Seller, its Affiliates or their directors, officers, employees and agents claimed to violate any constitutional provision, statute, ordinance or other Law, rule, regulation, interpretation or order of any Governmental Authority;

(i) liabilities or obligations of Seller arising as a result of any breach by Seller at any time of any contract or commitment that is not assumed by Buyer;

(j) liabilities or obligations of Seller arising out of any breach by Seller prior to the Closing of any Contract that are not Assumed Liabilities, and any liabilities or obligations arising in connection with or related in any way to any period prior to the Closing for any Contract other than Assumed Liabilities or as expressly provided elsewhere herein;

(k) any debt, obligation, expense, or liability of Seller arising out of or incurred solely as a result of any transaction of Seller occurring after the Closing or for any violation by Seller of any Law;

(l) all liabilities and obligations of Seller relating to any oral agreements, oral contracts or oral understandings with any third party unless reduced to writing and expressly assumed as part of or one of the Contracts;

(m) except as otherwise provided in Section 9.19, any warranty liability, fixed or contingent, known or unknown, relating to or arising out of the ownership, operation or use of the Business or the Assets before the Closing;

(n) any other liability of Seller, fixed or contingent, known or unknown, relating to or arising out of the ownership, operation or use of the Business or the Assets before the Closing, other than the Assumed Liabilities;

(o) any liability of Seller to guarantors or third-parties arising out of or in connection with the assumption of any indebtedness of Seller by Buyer hereunder (and in no event shall Buyer owe indemnity or the obligations of the principal to guarantors or sureties, any such liabilities remaining with the Seller); and/or

(p) any liability of Seller arising out of the act of assignment by Seller at the Closing of any Contract.

1.5 Purchase Price.

(a) The purchase price (the "Purchase Price") for the Assets shall be an amount equal to the sum of:

(1) the Surcharge Amount; plus

(2) $11,022,550; plus

(3) the Off-Site Tooling Amount; plus

(4) the Inventory Amount; plus

(5) the Wind Down Cost Amount; plus

(6) the Nissan Receivables Amount; minus

(7) the Nissan Payables Amount; minus

(8) the Accrued Vacation Amount.

(b) Buyer shall pay the Surcharge Amount according to the following schedule:

(1) $10,000,000 non-refundable deposit, which amount shall not be subject to any set-off or other deductions, due upon entry of the Bankruptcy Sale Order by the Bankruptcy Court not subject to any stay; provided that if the Bankruptcy Sale Order is, at the time of entry by the Bankruptcy Court, subject to any objection filed prior to the date of such entry which has not been consensually resolved by the parties or otherwise overruled or dismissed by the Bankruptcy Court, then such amount shall be due immediately upon any consensual resolution, or the overrule or dismissal, of such objection;

(2) $5,000,000 due at Closing (the "Closing Surcharge Payment Amount"), which amount shall not be subject to any set-off or other deductions;

(3) $5,000,000 due as follows: $1,250,000 due on each of December 31, 2009, January 29, 2010, February 26, 2010, and March 31, 2010, which payments shall be conditioned upon the Closing and which shall not be subject to setoff or other deduction, except to the extent provided in Section 1.5(f) or Section 9.15(b).

(c) On or before the fifth (5th) Business Day preceding the Closing Date, Seller shall deliver to Buyer a good faith estimate of the Purchase Price (the "Estimated Purchase Price"). The Estimated Purchase Price shall be prepared on a reasonable basis using Seller's then available financial information.

(d) At Closing, Buyer shall (i) pay to Seller, by wire transfer of immediately available funds, an amount equal to (A) the Estimated Purchase Price, less (B) the sum of (w) the portion of the Surcharge Amount paid by Buyer prior to the Closing pursuant to Section 1.5(b)(1), (x) the portion of the Surcharge Amount to be paid by Buyer after the Closing pursuant to Section 1.5(b)(3), (y) the Escrow Amount and (z) 50% of the Escrow Fee and (ii) deliver to the Escrow Agent, by wire transfer of immediately available funds, cash in an amount equal to (1) the Escrow Amount (to be held and disbursed in accordance with the Escrow Agreement and the terms hereof), plus (2) the Escrow Fee.

(e) Within 90 days following the Closing Date, Buyer shall prepare and deliver to Seller its final calculation of (i) the Off-Site Tooling Amount, (ii) the Wind Down Cost Amount, (iii) the Nissan Receivables Amount, (iv) the Nissan Payables Amount, (v) the Inventory Amount and (vi) the Accrued Vacation Amount, setting forth in reasonable detail the calculation of each and the resulting calculation of the Purchase Price in accordance with Section 1.5(a) above (the "Final Calculation"). The Final Calculation shall be prepared in accordance with the terms and provisions of this Agreement and otherwise in a manner consistent with the accounting methods, practices and principles and procedures as used in the preparation by the Seller of its internal financial information; provided, however, that for purposes of the Final Calculation, the Offsite Tooling Amount shall be calculated consistent with Section 9.17 and the Inventory Amount shall be calculated in a manner consistent with the definition thereof.

(f) If the final determination of the Purchase Price (as finally determined in accordance with Sections 1.5(g) and 1.5(h) below) is greater than the Estimated Purchase Price, then Buyer shall pay Seller the amount of the difference by wire transfer of immediately available funds to an account designated by Seller. If the final determination of the Purchase Price (as finally determined in accordance with Sections 1.5(g) and 1.5(h) below) is less than the Estimated Purchase Price, then Seller shall pay Buyer the amount of the difference by wire transfer of immediately available funds to an account designated by Buyer. Any payments required to be made pursuant to this Section 1.5(f) shall be made within three (3) Business Days after the expiration of the Objection Period or the final resolution of an Objection Notice pursuant to Sections 1.5(g) and 1.5(h). Any payments required to be made by Buyer pursuant to this Section 1.5(f) may be set off against amounts otherwise owed by Seller to Buyer.

(g) Seller shall have a period of 30 days (the "Objection Period") after Buyer's delivery of the Final Calculation in which to provide written notice to Buyer of its disagreement with the Final Calculation, which notice shall set forth any such disagreement in reasonable detail, the specific components of the Final Calculation to which such disagreement relates and the specific basis for such disagreement (the "Objection Notice"). During the Objection Period, Buyer shall cause to be afforded to Seller and its accountants and advisors (subject to reasonable confidentiality restrictions) reasonable access to Buyer's work papers and other related supporting documentation used by Buyer in the preparation of the Final Calculation. The Final Calculation shall be deemed to be accepted by Seller, and shall become

final and binding on the parties, on the later of the expiration of the Objection Period or the date on which all objections have been resolved by the parties. If Seller gives any such Objection Notice within the Objection Period, then Buyer and Seller shall attempt in good faith to resolve any dispute concerning the item(s) subject to such Objection Notice. If Buyer and Seller do not resolve any dispute arising in connection with the Final Calculation, such dispute shall be resolved in accordance with the procedures set forth in Section 1.5(h).

(h) If Buyer and Seller have not been able to resolve a dispute within 30 days after the date of delivery of the Objection Notice (which 30-day period may be extended by written agreement of Buyer and Seller), then Buyer and Seller shall submit the objections that are then unresolved to the Accounting Firm, and such Accounting Firm shall be directed by Buyer and Seller to resolve the unresolved objections as promptly as reasonably practicable and to deliver written notice to each of Buyer and Seller setting forth its resolution of the disputed matters. All fees and expenses of the Accounting Firm shall be paid equally by Buyer and Seller.

(i) Buyer shall pay to Seller, by wire transfer of immediately available funds, the remaining portions of the Surcharge Amount described in Section 1.5(b)(3) above on the dates that such amounts become due thereunder.

1.6 ***Prorations.*** Except as otherwise provided herein or as settled at the Closing or as otherwise addressed in the computation of the Purchase Price, within thirty (30) days after the Closing Date Seller and Buyer shall prorate as of the Closing Date any amounts which (i) were paid prior to the Closing Date and relate, in whole or in part, to periods ending after the Closing Date or (ii) become due and payable after the Closing Date and relate, in whole or in part, to periods ending prior to the Closing Date, in each case only with respect to (A) ad valorem taxes, if any, on the Assets, (B) utilities at the Leased Real Property included in the Assets and (C) the Canton Lease, the LaVergne Lease, and, if Seller assigns the Tuscaloosa Lease to Buyer in accordance with Section 5.10, the Tuscaloosa Lease. 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.

2. Closing.

2.1 ***Closing.*** The closing and consummation of the transactions contemplated by and described in this Agreement (the "Closing") shall take place at the offices of Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, Tennessee at 10:00 a.m. local time on November 30, 2009; provided, however, if the conditions precedent to Closing specified in Articles 7 and 8 hereof (other than those which by their terms are to be satisfied at Closing) have not been satisfied or waived by the appropriate party by such date, then Closing shall occur on the second (2nd) Business Day following the satisfaction or due waiver of all of the closing conditions set forth in Articles 7 and 8 hereof (other than those which by their terms are to be satisfied at the Closing, but subject to their satisfaction or waiver) or on such other date and time

or at such other location as the parties may mutually designate in writing. The date of the Closing is referred to herein as the "Closing Date."

*2.2 **Actions of Seller at Closing.*** At the Closing and unless otherwise waived in writing by Buyer, Seller shall deliver to Buyer the following:

(a) [INFORMATION REDACTED];

(b) [INFORMATION REDACTED];

(c) a Termination of Lease and Quitclaim Deed for Improvements with respect to the Canton Property, in the form of attached Exhibit A-3 (the "Canton Termination and Deed"), fully executed by Seller or its applicable Affiliate, pursuant to which Seller or such Affiliate and Buyer or its applicable Affiliate terminates the Canton Lease and Seller or such Affiliate quitclaims to Buyer or such Affiliate all of Seller's or such Affiliate's right, title and interest in and to the improvements located on the Canton Property;

(d) a General Assignment, Conveyance and Bill of Sale, in the form of attached Exhibit B (the "Bill of Sale"), fully executed by Seller;

(e) an Assignment and Assumption Agreement, in the form of attached Exhibit C (the "Assignment and Assumption Agreement"), fully executed by Seller;

(f) an Intellectual Property License Agreement, in the form of attached Exhibit D (the "License Agreement"), fully executed by Visteon and Visteon Global Technologies, Inc., pursuant to which Visteon and Visteon Global Technologies, Inc. will license certain Intellectual Property to Buyer;

(g) a Transition Services Agreement, in the form of attached Exhibit E (the "Transition Services Agreement"), fully executed by Seller, pursuant to which Seller or its applicable Affiliate will provide certain transition services to assist Buyer in taking over the operations of the Business;

(h) an Escrow Agreement, substantially in the form of attached Exhibit F (the "Escrow Agreement"), fully executed by Seller and the Escrow Agent;

(i) certified copies of notices provided to each Notice Party pursuant to Section 3.16;

(j) copies of resolutions duly adopted by the Board of Directors of each Seller, authorizing and approving its performance of the transactions contemplated hereby and the execution and delivery of this Agreement and the documents described herein, certified as true and of full force as of the Closing, by the appropriate officers of Seller;

(k) certificate of the President or a Vice President of each Seller, certifying that the conditions to closing set forth in Section 7.2 have been satisfied;

(l) certificate of incumbency for the officers of each Seller executing this Agreement or any certificate required to be delivered by Seller hereunder for the Closing dated as of the Closing Date;

(m) certificate of existence and good standing of each Seller from the state in which it is incorporated, dated as of a recent date prior to the Closing;

(n) a copy of the Bankruptcy Sale Order and a copy of the docket sheet reflecting that the Bankruptcy Sale Order is entered and not stayed;

(o) a release, substantially in the form attached hereto as Exhibit G-1 (the "Visteon Release") duly executed by each Seller;

(p) the Visteon Sub-Component Part price list, substantially in the form attached hereto as Exhibit H (the "Price List ") with any such changes limited to design specification changes at the direction of Buyer or its Affiliates and mutually agreed upon by Buyer and Seller and the pricing changes resulting therefrom;

(q) a Master Purchase Agreement, in the form attached hereto as Exhibit I (the "New MPA") duly executed by Seller on behalf of itself and its applicable Affiliates;

(r) [INFORMATION REDACTED]; and

(s) such other instruments and documents requested by Buyer that are reasonably necessary to effect the transactions contemplated hereby.

*2.3 **Actions of Buyer at Closing.*** At the Closing and unless otherwise waived in writing by Seller, Buyer shall deliver to Seller the following:

(a) the amount by which the Estimated Purchase Price less the Surcharge Amount exceeds sum of the Escrow Amount and 50% of the Escrow Fee, in accordance with Section 1.5(d);

(b) the Closing Surcharge Payment Amount;

(c) [INFORMATION REDACTED];

(d) [INFORMATION REDACTED];

(e) the Canton Termination and Deed, fully executed by Buyer or its applicable Affiliate;

(f) the Bill of Sale, fully executed by Buyer;

(g) the Assignment and Assumption Agreement, fully executed by Buyer;

(h) the License Agreement, fully executed by Buyer;

(i) the Transition Services Agreement, fully executed by Buyer;

(j) the Escrow Agreement, fully executed by Buyer and Escrow Agent;

(k) purchase orders for Visteon Sub-Component Parts identified on the Price List;

(l) the New MPA, fully executed by Nissan;

(m) copies of resolutions duly adopted by the sole member of Buyer authorizing and approving Buyer's performance of the transactions contemplated hereby and the execution and delivery of this Agreement and the documents described herein, certified as true and in full force as of the Closing, by the appropriate officers of Buyer;

(n) certificates of the President or a Vice President of Buyer, certifying that the conditions set forth in Section 8.1 have been satisfied;

(o) certificate of incumbency for the officers of Buyer or its applicable Affiliate executing this Agreement or any certificate required to be delivered by Buyer hereunder for the Closing dated as of the Closing Date;

(p) certificates of existence and good standing of Buyer from the state in which it is formed, dated a recent date prior to Closing;

(q) a release, substantially in the form attached hereto as Exhibit G-2 (the "Nissan Release") duly executed by each of Nissan and Buyer;

(r) all applicable state and local sales and/or use tax exemption certificates; and

(s) such other instruments and documents requested by Seller that are reasonably necessary to effect the transactions contemplated hereby.

3. Representations and Warranties of Seller. As of the date hereof, and as of the Closing Date, Seller represents and warrants to Buyer the following, except as set forth in the disclosure schedules (each, a "Schedule" and collectively, the "Schedules") accompanying this Agreement:

3.1 Existence and Capacity. Seller is a corporation or limited liability company, as applicable, that is duly organized and validly existing and in good standing under the Laws of its jurisdiction of organization. Seller is duly qualified to transact business and is in good standing in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary. Subject to any necessary authority from Bankruptcy Court, Seller has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct the Business as now being conducted.

3.2 Powers; Consents; Absence of Conflicts With Other Agreements, Etc. Subject to any necessary authority from the Bankruptcy Court, the execution, delivery, and performance of this Agreement by Seller and all other agreements referenced herein to which Seller is a party, and the consummation of the transactions contemplated herein by Seller:

(a) are within its corporate or limited liability company powers, as applicable, are not in contravention of Law or of the terms of its organizational documents, and have been duly authorized by all appropriate corporate and limited liability company action, as applicable;

(b) except as set forth on Schedule 3.2(b) and as provided in Sections 5.4 and 5.6 below, do not require any approval or consent of, or filing with, any Governmental Authority bearing on the validity of this Agreement which is required by Law or the regulations of any such Governmental Authority;

(c) except as set forth on Schedule 3.2(c), will neither conflict with, nor result in any breach or contravention of, or the creation of any lien, charge, or encumbrance under, any indenture, agreement, lease, instrument or understanding to which it is a party or by which it is bound and which affects the Assets;

(d) will not violate any Law of any Governmental Authority to which it or the Assets are subject; and

(e) will not violate any judgment, decree, writ or injunction of any court or Governmental Authority to which it or the Assets are subject.

3.3 ***Binding Agreement.*** Upon entry of the Bankruptcy Sale Order, this Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller, and are and will be enforceable against Seller, in accordance with the respective terms hereof or thereof.

3.4 ***Certain Post-Balance Sheet Results.*** Except as set forth in Schedule 3.4 hereto, since July 31, 2009 there has not been any:

(a) material damage, destruction, or loss (whether or not covered by insurance) to the Business or the Assets;

(b) Material Adverse Effect;

(c) sale, assignment, transfer, or disposition of any Asset listed in Schedule 1.1(a) or any other item included in the Assets having a value in excess of One Hundred Thousand Dollars ($100,000) (other than Inventory and supplies), except in the ordinary course of business with comparable replacement thereof; or

(d) material increases in the compensation payable by Seller to any of its employees or independent contractors working primarily in the Business or any material increase in, or institution of, any bonus, insurance, pension, profit-sharing or other employee benefit plan, remuneration or arrangements made to, for or with such employees other than in the ordinary course of business or consistent with past practice or as required pursuant to any order in connection with the Bankruptcy Case.

3.5 ***Regulatory Compliance.*** Except as set forth on Schedule 3.5, Seller's operation of the Assets is, and all times during the last six (6) years has been, in compliance with all Laws

in all material respects. Seller has timely filed all reports, data and other information required to be filed with any Governmental Authority relating to the Assets. Except as set forth on Schedule 3.5, Seller has received no written notice or to Seller's knowledge, other communication from any Governmental Authority regarding any actual or alleged, violation of, or failure to comply with, any such Law relating to the Assets. Except as set forth on Schedule 3.5, no event has occurred or circumstance exists that (with or without notice or lapse of time) constitutes a violation by Seller of, or a failure on the part of Seller to comply in any material respect with, any Law in connection with Seller's operation of the Assets. Except as set forth on Schedule 3.5, Seller, in all material respects, holds all required Licenses and Governmental Approvals for its operation and ownership of the Business.

3.6 Intentionally Omitted.

3.7 Title. Except as set forth on Schedule 3.7, Seller holds good, valid and marketable title to all of the Assets owned by Seller, subject to no Encumbrances other than Permitted Encumbrances and other Encumbrances that will be expunged or otherwise removed from the Assets under the Bankruptcy Sale Order. Except as set forth on Schedule 3.7, Seller holds a good, valid and marketable leasehold interest in the Assets leased by Seller, subject to no Encumbrance or charge other than (i) such lease being binding on the counterparty thereto, (ii) the Permitted Encumbrances and (iii) other Encumbrances that will be expunged or otherwise removed from such Assets under the Bankruptcy Sale Order.

3.8 Employee Benefit Plans.

(a) Schedule 3.8(a) sets forth a true, complete and correct list of all Benefit Plans sponsored or maintained by Seller for employees working in the Business. Seller has heretofore made available to Buyer summaries of each such Benefit Plan.

(b) Each Benefit Plan covering Seller's employees working in the Business that is intended to be qualified under Section 401(a) of the Code has a current favorable determination letter (or, in the case of a standardized form or paired plan, a favorable opinion or notification letter), and to the knowledge of Seller, except as set forth on Schedule 3.8(b), no event has occurred which would reasonably be expected to cause any such Benefit Plan to become disqualified for purposes of Section 401(a) of the Code.

(c) Except as set forth on Schedule 3.8(c), there are no pending claims, lawsuits or actions relating to any Benefit Plan covering Seller's employees working in the Business (other than claims in the ordinary course of business) that would reasonably be expected to have a Material Adverse Effect, and, to the knowledge of Seller, none are threatened. No Encumbrance exists with respect to any of the Assets which were imposed pursuant to the terms of ERISA.

3.9 Litigation or Proceedings. Seller has delivered to Buyer an accurate list and summary description (Schedule 3.9) of all currently outstanding litigation or proceedings with respect to the Business or the Assets. Seller is not in default under any order of any court or Governmental Authority wherever located. Except as set forth on Schedule 3.9, there are no material claims, actions, suits, proceedings or investigations pending, or to the knowledge of

Seller, threatened against Seller, that relate to the Business or the Assets, at law or in equity, or before or by any Governmental Authority wherever located.

3.10 ***Environmental Matters.*** The Purchased Assets have been operated by Seller in compliance in all material respects with all Environmental Laws, which compliance includes the possession by Seller of all permits and governmental authorizations required for the operation of the Purchased Assets under applicable Environmental Laws. Seller has not treated, stored, managed, disposed of, transported, handled, released or used any Material of Environmental Concern at the Leased Real Property except in compliance in all material respects with all Environmental Laws. To the knowledge of Seller, no third party has treated, stored, managed, disposed of, transported, handled, released or used any Material of Environmental Concern on or from the Leased Real Property in material violation of Environmental Laws. There are no Environmental Claims pending or, to the knowledge of Seller, threatened against Seller with respect to the Leased Real Property or the Purchased Assets. There are no off-site locations where Seller has stored, disposed or arranged for the disposal of Materials of Environmental Concern that were generated at the Leased Real Property, with respect to which Seller has been notified in writing that it is a potentially responsible party at any such location under any Environmental Laws. To the knowledge of Seller, (i) there are no underground storage tanks located on the Leased Real Property, (ii) there is no asbestos-containing material (as defined under Environmental Laws) contained in or forming part of any building, building component, structure or office space located on or included within the Leased Real Property, and (iii) there are no polychlorinated biphenyls ("PCBs") or PCB-containing items contained in or forming a part of any building, building component, structure or office space located on or included within the Leased Real Property.

3.11 ***Taxes.*** To the Seller's knowledge, Seller has filed all material federal, state and local Tax Returns required to be filed by it in connection with the Business (all of which are true and correct in all material respects) and has, to Seller's knowledge, duly paid or made provision for the payment of all material Taxes in connection with the Business which are due and payable to the appropriate Tax authorities. Seller has withheld proper and accurate amounts from its Employees' compensation in compliance with all withholding and similar provisions of the Internal Revenue Code (the "Code"), including employee withholding and social security taxes, and any and all other applicable Laws. No deficiencies for any of such Taxes have been asserted or, to the knowledge of Seller, threatened, and no audit on any such returns is currently under way or, to the knowledge of Seller, threatened. There are no outstanding agreements by Seller for the extension of time for the assessment of any such Taxes. Seller has not taken and will not take any action in respect of any federal, state or local Taxes (including, without limitation, any withholdings required to be made in respect of Employees) which may have an adverse impact upon the Business or the Assets as of or subsequent to the Closing. There are no Tax liens on any of the Assets (other than Permitted Encumbrances) and, to the knowledge of Seller, no basis exists for the imposition of any such liens.

3.12 ***Employee Relations.*** Schedule 3.12 contains a true, correct and complete list of all of the employees of Seller whose employment is related primarily to the Business and such employee's current salary or wage rate, bonus and other compensation paid or payable in 2009, benefit arrangements, period of service, department, job title and primary location. Schedule 3.12 also indicates whether such employees are part-time, full-time or on a leave of absence and

the type of leave. Except as described on Schedule 3.12, each of such employees is terminable at will, and there are no employment agreements requiring payment of base annual compensation in excess of $120,000, independent contractor agreements, severance agreements or change of control agreements between any of such employees and Seller or any Affiliates thereof. Except as described on Schedule 3.12, all of the employees of Seller primarily work at one of the facilities that comprise the Business. To the knowledge of Seller, none of the officers, managers or key employees of Seller in the Business intend or have indicated their intention to terminate such Person's employment. To the knowledge of Seller, there is no threatened employee strike, work stoppage, or other material labor dispute pertaining to the Business, and none has occurred within the last five (5) years. To the knowledge of Seller, no union representation question exists respecting any employees of Seller. No collective bargaining agreement exists or is currently being negotiated by Seller, no written demand has been received for recognition by a labor organization by or with respect to any employees of Seller, no union organizing activities by or with respect to any employees of Seller are, to the knowledge of Seller, taking place, and none of the employees of Seller is represented by any labor union or organization. There is no unfair labor practice claim against Seller before the National Labor Relations Board that has been served on Seller. Seller is not engaged in any unfair labor practices.

*3.13 **The Contracts.*** Schedule 3.13 sets forth an accurate list of all commitments, contracts, leases and agreements, written or oral, which materially affect the Business, the Assets or the operation of any thereof, to which Seller is a party or by which Seller, the Assets or any portion thereof is bound, other than agreements concerning commercially available off-the-shelf software (the "Contracts"). Seller has made available to Buyer true and correct copies of the Contracts. Seller represents and warrants with respect to the Contracts (other than the Real Property Leases) that:

(a) The Contracts constitute valid and legally binding obligations of Seller and are enforceable by Seller in accordance with their terms, subject to any required consents; and

(b) Except for any non-performance or default by Seller of any Contract that has been or shall be cured by Seller or waived in accordance with Section 365 of the Bankruptcy Code, that may be cured in accordance with the Bankruptcy Sale Order (including any such cure by Buyer pursuant to Section 9.12 and 9.13 hereof), or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Scheduled Contracts, to Seller's knowledge (x) all material obligations required to be performed by Seller under the terms of the Contracts have been performed, (y) no act or omission by Seller has occurred or failed to occur which, with the giving of notice, the lapse of time or both would constitute a default under the Contracts.

*3.14 **Insurance.*** Seller has delivered to Buyer an accurate schedule (Schedule 3.14) disclosing the insurance policies covering the ownership and operations of the Business and the Assets, which Schedule reflects the policies' numbers, terms, identity of insurers, amounts and coverage. All of such policies are in full force and effect with no premium arrearage. Seller has given in a timely manner to its insurers all notices required to be given under such insurance policies with respect to all of the claims and actions arising out of the Assets or the Business covered by such insurance, and no insurer has denied coverage of any such claims or actions.

Seller has not (a) received any notice or other communication from any such insurance company canceling or materially amending any of such insurance policies to the extent covering the Assets or the Business, and to the knowledge of Seller, no such cancellation or amendment is threatened, or (b) failed to give any required notice or present any claim which is still outstanding under any of such policies with respect to the Business or any of the Assets.

3.15 ***Sufficiency and Condition of Assets.*** The Assets include all tangible assets necessary for the conduct and operation of the Business (excluding the assets set forth on Schedule 1.2 and those services, software, and equipment provided for in, or used in the provision of services under (i) the Transition Services Agreement or (ii) any Held Contract that is not assigned to Buyer in accordance with Section 9.12) in the manner conducted as of the date of this Agreement. All equipment and other material items of tangible property and assets included in the Assets are in good operating condition and repair, and are usable in the regular and ordinary course of business as operated by Seller, and conform in all material respects to all material Laws, ordinances, codes and rules and regulations relating to their use and operation by Seller.

3.16 ***Notice of Bankruptcy.*** Seller has provided or will provide notice to all Persons who are entitled to receive notice of the Bankruptcy Case by virtue of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of the Bankruptcy Court, any order of the Bankruptcy Court, and/or any other applicable Law, rule or regulation, or which Seller reasonably believes have or may assert a "claim" (as defined in the Bankruptcy Code) against or related to the Business or Purchased Assets (collectively, the "Notice Parties"), in each case, within the time periods required by, and otherwise in accordance with the provisions of, applicable Law. Seller has delivered to Buyer an accurate list (Schedule 3.16) of the Notice Parties.

3.17 ***Inventory.*** All Inventory of Seller is of a quality and quantity usable and salable in the ordinary course of Seller's business.

3.18 ***Intellectual Property.*** To Seller's knowledge, Schedule 3.18(a) lists and describes in reasonable detail all Intellectual Property that is (1) owned by Seller or an Affiliate of Seller, (2) used exclusively and solely in the Business, and (3) material to the conduct of the Business. To Seller's knowledge, Seller owns, co-owns or has the right to use, free and clear of any royalty or other payment obligations (except as indicated on Schedule 3.18(c)), claims of infringement or Encumbrances (other than Permitted Encumbrances and those Encumbrances set forth on Schedule 3.18(c)), all patents, patent rights, trade secrets, and copyrights used in the conduct of the Business (except for computer software, programs and similar systems owned by or licensed to Seller and used in the conduct of the Business). To Seller's knowledge, Seller is not in conflict with or in violation or infringement of, nor has Seller received any written notice of any claim or assertion thereof by any third party with respect to, any Intellectual Property used in the conduct of the Business the loss of which would adversely and materially affect the Business. To Seller's knowledge, no other Person is in conflict with or in violation or infringement of any such items of Intellectual Property.

3.19 Leased Real Property.

(a) A list of all real property leased by Seller under any oral or written lease or license which is associated with or otherwise employed in the operation of the Business (each, a "Real Property Lease") together with the relevant address is contained on Schedule 3.19(a) hereto (the "Leased Real Property"). Seller has heretofore delivered to Buyer true, correct and complete copies of all Real Property Leases. Except with respect to the Smyrna Plant, all of the Real Property Leases are valid and binding obligations of Seller, are in full force and effect and are enforceable by or against Seller, except to the extent that any Real Property Lease is rejected as otherwise provided in this Agreement. No event has occurred and is continuing including, but not limited to the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, which (whether with or without notice, lapse of time or both) would constitute a default under the Tuscaloosa Lease, so long as the Tuscaloosa Lease is not rejected in accordance with Section 5.9. Seller has not received any notice providing that NL Ventures V Carlisle, L.P. considers Seller to be in default under the Tuscaloosa Lease for any default that has not been cured, so long as the Tuscaloosa Lease is not rejected in accordance with Section 5.9.

(b) A list of all buildings, structures, improvements and fixtures located on any Leased Real Property which are owned by Seller or it's Affiliate, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Real Property Lease for such Leased Real Property is contained on Schedule 3.19(b) (the "Leasehold Improvements").

(c) The Leased Real Property and Leasehold Improvements (collectively, the "Real Property") comprise all of the real property used by the Seller and associated with or otherwise employed in the operation of the Business. Seller has not received (i) any notice of a violation of any applicable ordinance or other Law, order, regulation or requirement that remains pending, or (ii) any notice of condemnation relating to any part of the Real Property or Leasehold Improvements or the operation thereof that remains pending.

4. Representations and Warranties of Buyer. As of the date hereof, and, as of the Closing Date, Buyer represents and warrants to Seller the following:

4.1 Existence and Capacity. Nissan is a corporation and Buyer is a limited liability company, each duly organized and validly existing and in good standing under the Laws of its jurisdiction of organization. Nissan and Buyer have the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

4.2 Powers; Consents; Absence of Conflicts With Other Agreements, Etc. The execution, delivery, and performance of this Agreement by Nissan and Buyer and all other agreements referenced herein, or ancillary hereto, to which Nissan or Buyer is a party, and the consummation of the transactions contemplated herein by Nissan and/or Buyer:

(a) are within its corporate or limited liability company powers, as applicable, are not in contravention of Law or of the terms of its organizational documents, and have been

duly authorized by all appropriate corporate and limited liability company action, as applicable;

(b) except as provided in Section 6.1 below, do not require any approval or consent of, or filing with, any Governmental Authority bearing on the validity of this Agreement which is required by Law or the regulations of any such Governmental Authority;

(c) will neither conflict with, nor result in any breach or contravention of, or the creation of any lien, charge or Encumbrance under, any indenture, agreement, lease, instrument or understanding to which it is a party or by which it is bound;

(d) will not violate any Law of any Governmental Authority to which it may be subject; and

(e) will not violate any judgment, decree, writ, or injunction of any court or Governmental Authority to which it may be subject.

4.3 ***Binding Agreement.*** This Agreement and all agreements to which Nissan and/or Buyer, as applicable, will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Nissan and/or Buyer, as applicable, and are and will be enforceable against Nissan and/or Buyer, as applicable, in accordance with the respective terms hereof and thereof.

4.4 ***Financing.*** Nissan and Buyer have, and Nissan and Buyer shall have at the Closing, sufficient cash, available lines of credit or other sources of immediately available funds to enable Nissan or Buyer to pay the Estimated Purchase Price and to make payment of all amounts to be paid by Nissan or Buyer, as applicable, and to fulfill their obligations hereunder on and after the Closing Date. For the avoidance of doubt, Nissan's and/or Buyer's obtaining of such cash shall not be a condition to Nissan's and/or Buyer's obligations to consummate the transactions contemplated hereby.

5. Covenants of Seller.

5.1 ***Information.*** Prior to the Closing, Seller shall afford to the officers, authorized representatives and agents (which shall include accountants, attorneys, bankers and other consultants, [INFORMATION REDACTED]) of Buyer reasonable access to, and inspection rights for, the plants, properties, books, and records of Seller comprising Assets or related to the Business. Buyer's right of access and inspection shall be exercised in such a manner as not to unreasonably interfere with the operations of the Business.

5.2 ***Operations.*** From the date hereof until the Closing, Seller will (except as (i) contemplated or permitted by this Agreement or the Accommodation Agreement, (ii) required by applicable Law or (iii) to the extent that Buyer shall otherwise consent in writing, which consent shall not be unreasonably withheld, conditioned or delayed):

(a) use its commercially reasonable efforts to carry on the Business in substantially the same manner as presently conducted and to not make any material change in

personnel, operations, finance, accounting policies or real or personal property pertaining to the Business;

(b) use its commercially reasonable efforts to maintain the tangible Assets in good operating condition and repair in all material respects;

(c) keep in full force and effect present insurance policies;

(d) use commercially reasonable efforts to maintain Inventory within existing capacity levels consistent with past practices; and

(e) use its commercially reasonable efforts to maintain its relationships with key suppliers and others having business relations with the Business in all material respects.

*5.3 **Negative Covenants.*** From the date hereof until the Closing, Seller will not, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, or unless otherwise contemplated or permitted by this Agreement or required by applicable Law:

(a) materially amend or terminate any material Contract, or with respect to the Business enter into any new material contract or commitment, or incur or agree to incur any material liability that would be an Assumed Liability hereunder, except in each case, as provided herein or in the ordinary course of business;

(b) increase compensation payable or to become payable or make any bonus payment to or otherwise enter into one or more bonus agreements with any employee of the Business, except, in each case, in the ordinary course of business in accordance with past practices or existing personnel policies or as otherwise required by an existing contract or agreement in effect as of the date hereof;

(c) create, assume, or permit to exist any new Encumbrance (other than Permitted Encumbrances and other Encumbrances that will be expunged under the Bankruptcy Sale Order or as otherwise set forth on Schedule 5.3(c)) upon any of the Assets, whether now owned or hereafter acquired; other than in connection with trade debt in the ordinary course of business; or

(d) as with respect to the Business, acquire (whether by purchase or lease) or sell, assign, lease or otherwise transfer or dispose of any material portion of the Assets except for sales of Inventory or other assets in the ordinary course of business.

*5.4 **Governmental Approvals; Conditions.*** Between the date hereof and the Closing Date, Seller will (a) use its commercially reasonable efforts to obtain, as promptly as practicable, any and all Licenses, approvals, authorizations and clearances of Governmental Authorities required to consummate the transactions contemplated hereby (the "Governmental Approvals"), and to make the required filings and declarations with all such Governmental Authorities required to consummate the transactions contemplated hereby as promptly as practicable after the date hereof, (b) provide such information and communications to such Governmental Authorities as they may reasonably request in connection with the foregoing, (c) reasonably

cooperate with Buyer in obtaining, as soon as practicable, any Licenses or Governmental Approvals required of Buyer to consummate the transactions contemplated hereby and (d) use its 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 Articles 7 and 8 that are under the control or influence of Seller.

*5.5 **Additional Financial Information.*** Seller shall continue to deliver to Buyer the reports listed on Schedule 5.5 hereto consistent with past practices during the period from the date hereof through the Closing Date.

*5.6 **Bankruptcy Case.***

(a) As promptly as practicable, but no later than October 23, 2009, the Seller shall file with the Bankruptcy Court a motion substantially in the form attached as Exhibit J hereto requesting entry of the Bankruptcy Sale Order. Seller shall request that the Bankruptcy Court hold the sale hearing no later than November 12, 2009. In the event the entry of the Bankruptcy Sale Order shall be appealed, the Seller shall use its commercially reasonable efforts to defend such appeal.

(b) Seller shall send timely and adequate notices, in form and substance reasonably satisfactory to Buyer, regarding the Sale Motion, the proposed Sale of the Purchased Assets, and entry of the Bankruptcy Sale Order to the Notice Parties, to any other Persons as may be required by the Bankruptcy Court, the Bankruptcy Code, the Bankruptcy Rules, the counter-parties to all of the Scheduled Contracts, and to such other parties as Buyer may reasonably request. Seller shall reasonably cooperate with Buyer in connection with the findings and conclusions in the Bankruptcy Sale Order, notification of the sale of the Purchased Assets to potential claimants, and other similar matters in the Bankruptcy Case (without Seller incurring any material expense), in order (i) to reduce the risk of any successor liability to Buyer relating to Seller's or its Affiliate's conduct or action or inaction, and (ii) otherwise to effect the Sale of the Purchased Assets, including assumption and assignment of the Scheduled Contracts and those Held Contracts that are assigned to Buyer in accordance with Section 9.12 hereof, to Buyer. Seller shall use its commercially reasonable efforts to obtain the consent of any and all parties to Contracts to the assumption and assignment of such Contracts to Buyer, solely to the extent such consent is required under the Bankruptcy Code (including Section 365(c) thereof). Seller shall not include in any plan of reorganization (or in any order confirming any such plan) which it seeks to confirm in the Bankruptcy Case any provision or term which would limit, prejudice or modify any rights of Buyer hereunder or any obligations of Seller hereunder.

*5.7 **Removal of Excluded Assets.*** Prior to the Closing Date, Seller shall remove all of those Excluded Assets identified on Schedule 5.7 hereto from the premises of the Business.

*5.8 **Seller Employees.***

(a) [INFORMATION REDACTED].

(b) [INFORMATION REDACTED].

5.9 [INFORMATION REDACTED].

5.10 Key Suppliers. Prior to the Closing, Seller and its applicable Affiliates shall use commercially reasonable efforts to take the following actions in order to facilitate discussions between the key suppliers to the Business, on the one hand, and Buyer, Buyer's Affiliates and/or Buyer's agents, on the other hand: (i) participate in a reasonable number of telephonic meetings among Buyer and such key suppliers and (ii) provide Buyer the contact information of such key suppliers. The identities of such key suppliers shall be determined by Buyer and Seller during the period between the date hereof and the Closing. Following the filing of the Sale Motion with the Bankruptcy Court, Buyer shall have the right to initiate negotiations with various sub-tier suppliers that are party to Scheduled Contracts or Held Contracts.

5.11 [INFORMATION REDACTED].

6. Covenants of Buyer.

6.1 Governmental Approvals. Between the date hereof and the Closing Date, Buyer will (a) use its commercially reasonable efforts to obtain, as promptly as practicable (and, in any event, before the Closing Date), all Licenses and Governmental Approvals required to consummate the transactions contemplated hereby and to make the required filings and declarations with all such Governmental Authorities required to consummate the transactions contemplated hereby as promptly as practicable after the date hereof, (b) provide such information and communications to such Governmental Authorities as they may reasonably request in connection with the foregoing, (c) reasonably cooperate with Seller in obtaining or making, as soon as practicable, any Licenses or Governmental Approvals required of Seller to consummate the transactions contemplated hereby and (d) use its 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 Articles 7 and 8 that are under the control or influence of Buyer.

6.2 [INFORMATION REDACTED].

7. Conditions Precedent to Obligations of Buyer. Notwithstanding anything herein to the contrary, the obligations of Buyer to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Buyer at or prior to the Closing:

7.1 Bankruptcy Sale Order. The Bankruptcy Court shall have entered the Bankruptcy Sale Order, which shall be final, not appealed, non-appealable and not subject to any stay.

7.2 Representations/Warranties; Compliance with Agreement. The representations and warranties of Seller contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date, except (i) to the extent that the failure of such representations and warranties to be true and correct has not caused a Material Adverse Effect, and (ii) for those representations and warranties that address matters as of any other particular date (in which case such representations and warranties shall have been true and correct as of

such particular date, except to the extent that the failure of such representations and warranties to have been true and correct as of such particular date has not caused a Material Adverse Effect). Each and all of the covenants and agreements of this Agreement to be complied with or performed by Seller on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and/or performed in all material respects.

7.3 ***Pre-Closing Confirmations.*** Seller or Buyer, as the case may be, shall have:

(a) received those approvals of Governmental Authorities as set forth on Schedule 7.3(a) hereto; and

(b) obtained those consents and approvals as set forth on Schedule 7.3(b) hereto;

7.4 ***Actions/Proceedings.*** No action or proceeding shall be pending before a court or any other Governmental Authority that seeks to restrain or prohibit the transactions herein contemplated.

7.5 ***Material Adverse Effect.*** No event, occurrence or change that has caused a Material Adverse Effect shall have occurred since the date of this Agreement.

7.6 ***Seller Deliverables.*** Buyer shall have received all of the Closing Documents required to be delivered to Buyer pursuant to Section 2.2 of this Agreement.

7.7 ***Accommodation Agreement.*** The Accommodation Agreement shall be in full force and effect without an Event of Default (as defined in the Accommodation Agreement) by Seller or its applicable Affiliate.

7.8 ***Inventory Count.*** The Inventory count described in Section 9.16 shall have been completed.

8. Conditions Precedent to Obligations of Seller. Notwithstanding anything herein to the contrary, the obligations of Seller to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Seller at the Closing:

8.1 ***Representations/Warranties; Compliance with Agreement.*** The representations and warranties of Buyer contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date in all material respects as though such representations and warranties had been made on and as of the Closing Date, except for those representations and warranties that address matters as of any other particular date (in which case such representations and warranties shall have been true and correct in all material respects as of such particular date). Each and all of the terms, covenants, and conditions of this Agreement to be complied with or performed by Buyer on or before the Closing Date pursuant to the terms hereof shall have been duly complied with or performed in all material respects.

8.2 ***Actions/Proceedings.*** No action or proceeding shall be pending before a court or any other Governmental Authority that seeks to restrain or prohibit the transactions herein contemplated.

8.3 ***Buyer Deliverables.*** Seller shall have received all of the Closing Documents required to be delivered to Seller pursuant to Section 2.3 of this Agreement.

8.4 ***Bankruptcy Sale Order.*** The Bankruptcy Court shall have entered the Bankruptcy Sale Order.

8.5 ***Inventory Count.*** The Inventory count described in Section 9.16 shall have been completed.

9. Additional Agreements

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9.1 ***Allocation of Purchase Price.*** The Purchase Price shall be allocated among the various classes of Assets in accordance with, and as provided by, Section 1060 of the Code. Within ninety (90) days after the Closing, Buyer shall provide Seller with a preliminary allocation of the Purchase Price for Seller's review and approval. If Buyer and Seller cannot initially agree on an allocation, then the matter shall be submitted to the Accounting Firm for final resolution of all allocation matters. The parties agree that any Tax Returns or other tax information they may file or cause to be filed with any Governmental Authority shall be prepared and filed consistently with such agreed upon allocation. In this regard, the parties agree that, to the extent required, they will each properly prepare and timely file Form 8594 in accordance with Section 1060 of the Code.

9.2 ***Termination Prior to Closing.*** Notwithstanding anything herein to the contrary, this Agreement may be terminated:

(a) on or prior to the Closing Date by mutual consent of Seller and Buyer;

(b) at any time by Buyer, if the Bankruptcy Court approves the sale of the Purchased Assets and/or assignment of the Contracts (or any part of them) to a party other than Buyer;

(c) 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 Article 7 would be incapable of being satisfied by January 1, 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;

(d) 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 Article 8 would be incapable of being satisfied by January 1, 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 1.5(d), 2.3(a) or 2.3(b) (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; or

(e) by either Buyer or Seller, if the Closing shall not have occurred by January 1, 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 Section 9.2(c), (d) or (e) 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.

9.3 Effect of Termination. In the event that this Agreement is terminated pursuant to Section 9.2, there shall be no liability on the part of the Seller or Buyer other than for willful breach of this Agreement prior to the time of such termination and, in the case of Buyer, for the failure to have sufficient funds available to consummate the transactions contemplated hereby and any failure to deliver the Estimated Purchase Price pursuant to Sections 1.5(d) or 2.3(a). If this Agreement is terminated pursuant to Section 9.2, subject to the foregoing, all further obligations of the Parties under this Agreement will terminate, except that the obligations in Sections 10.4, 10.5. 10.7, 10.8, 10.9, 10.10, 10.11, 10.14, 10.16, 10.20, and 10.21 will survive.

9.4 Post Closing Access to Information. Seller and Buyer acknowledge that subsequent to Closing each party may need access to information or documents in the control or possession of the other party for the purposes of concluding the transactions herein contemplated, audits, compliance with governmental requirements and regulations, and the prosecution or defense of third party claims. Accordingly, Seller and Buyer agree that for a period of five (5) years after Closing each will make reasonably available to the other's agents, independent auditors, counsel, and/or Governmental Authorities upon written request and at the expense of the requesting party such documents and information as may be available relating to the Assets or the transactions contemplated hereby for periods prior and subsequent to Closing to the extent necessary to facilitate any such audits, compliance with governmental requirements and regulations, and the prosecution or defense of any third party claims (but not in connection with any claim among the parties hereto). In addition to the foregoing, for a period of fifteen (15) days following the Closing Date, the controller at each facility comprising the Business will lend reasonable assistance to Seller with closing out Seller's books and records.

9.5 Tax Effect. None of the parties (nor such parties' counsel or accountants) has made or is making any representations to any other party (nor such party's counsel or accountants) concerning any of the Tax effects of the transactions provided for in this Agreement as each party hereto represents that each has obtained, or may obtain, independent Tax advice with respect thereto and upon which it, if so obtained, has solely relied.

9.6 ***Reproduction of Documents.*** This Agreement and all documents relating hereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) the documents delivered at the Closing, and (c) financial statements, certificates and other information previously or hereafter furnished to Seller or to Buyer, may, subject to the provisions of Section 10.9 hereof, be reproduced by Seller and by Buyer by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process and Seller and Buyer may destroy any original documents so reproduced. Seller and Buyer agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial, arbitral or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by the Seller or Buyer in the regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

9.7 ***Cooperation on Tax Matters.*** For a period of four (4) years following the Closing, the parties shall reasonably cooperate with each other and shall make available to the other, as reasonably requested and at the expense of the requesting party, and to any Taxing authority, all information, records or documents relating to Tax liabilities or potential Tax liabilities of the Business for any period in the calendar year ended December 31, 2009, and shall preserve all such information, records and documents (to the extent a part of the Assets delivered to Buyer at Closing) at least until the expiration of any applicable statute of limitations or extensions thereof.

9.8 ***Misdirected Payments, Etc.*** After the Closing, Seller covenants and agrees to remit, with reasonable promptness, to Buyer any payments received by Seller in respect of accounts or notes receivable constituting Assets and owned by (or are otherwise payable to) Buyer.

9.9 [INFORMATION REDACTED].

9.10 ***Intentionally Omitted.***

9.11 [INFORMATION REDACTED].

9.12 ***Held Contracts.*** Buyer shall have the right, by written notice to Seller prior to the Closing, to specify any contracts, commitments, leases ([INFORMATION REDACTED]) and/or agreements of Seller or its Affiliates used primarily in the Business, other than the Scheduled Contracts, that Buyer may desire to assume in accordance with this Section 9.12 (any such specified contract, commitment, lease and/or agreement, a "Held Contract"). [INFORMATION REDACTED]. Seller shall not reject or seek to reject any Held Contract after receipt of such written notice until after the date that is the earlier of (a) 75 days following the Closing Date or (b) the contract assumption and rejection date fixed by the Bankruptcy Court (such date, the "Held Contract Expiration Date"), unless otherwise agreed in writing by Buyer. Buyer may request prior to the Held Contract Expiration Date, by written notice to Seller (a "Held Contract Assumption Notice"), that any Held Contract be assumed by Seller and assigned to Buyer; provided that Buyer may not deliver a Held Contract Assumption Notice for any Contract with respect to which Buyer has paid a Settlement Amount and for which Buyer has received any reimbursement of such payment from the Escrow Account. As soon as practicable

after receiving any Held Contract Assumption Notice, Seller shall use commercially reasonable efforts to assume and assign to Buyer, pursuant to 365 of the Bankruptcy Code, all Held Contracts set forth in such Assumption Notice; provided, however, that Seller shall have no obligation under this Agreement to pay or reimburse Buyer for any Cure Amounts with respect to any such Held Contract (other than any obligation Seller may have to execute a Joint Instruction in connection therewith under Section 9.13(b)). With respect to any Held Contract, Buyer shall pay on behalf of Seller to the other parties to such Held Contract, in accordance with the terms of such applicable Held Contract, any amounts due and payable by Seller or any Affiliate of Seller party to such Held Contract directly related to the continuation of such Held Contract during the period from the Closing Date through the earlier of (x) the Held Contract Expiration Date and (y) the date which is three (3) Business Days following Seller's receipt of (i) a written, irrevocable notice from Buyer authorizing the rejection of such Held Contract or (ii) a Held Contract Assumption Notice, except for such expenses resulting from the negligence, willful misconduct or bad faith of Seller or Seller's Affiliate that is party to such Held Contract. [INFORMATION REDACTED]. Notwithstanding anything in this Agreement to the contrary, on the date any Held Contract is assumed and assigned to Buyer pursuant to this Section 9.12, such Held Contract shall thereafter be deemed a Purchased Asset for all purposes under this Agreement.

9.13 Cure Payments.

(a) To the extent that any Scheduled Contract, or any Held Contract for which Buyer submits a Held Contract Assumption Notice is subject to a cure pursuant to Section 365 of the Bankruptcy Code, Buyer shall pay, on behalf of Seller, the Cure Amount for such Contract when and as finally determined by the Bankruptcy Court, and Seller shall have no obligation with respect to such Cure Amount (other than any obligation Seller may have to execute a Joint Instruction in connection therewith under Section 9.13(b)). To the extent any Held Contract for which Buyer does not submit a Held Contract Assumption Notice is subject to a cure pursuant to Section 365 of the Bankruptcy Code, and the counterparty to such Held Contract (the "Counterparty") so agrees, (but only if Buyer does not deliver a Held Contract Assumption Notice with respect to such Held Contract), Buyer may pay the Counterparty such amount necessary to enter into a new contract acceptable to Buyer (a "Settlement Amount"), and Seller shall have no obligation to Buyer with respect to such amounts or to Buyer with respect to such Held Contract (other than any obligation Seller may have to execute a Joint Instruction in connection therewith under Section 9.13(b)).

(b) Within ten Business Days after (i) any payment by Buyer of a Cure Amount or a Settlement Amount pursuant to Section 9.13(a) above and (ii) Buyer's delivery of written notice of such payment to Seller, each of Visteon and Buyer shall execute and deliver a joint written instruction (a "Joint Instruction") to the Escrow Agent instructing the Escrow Agent to disburse the amount of such payment from the Escrow Account (as defined in the Escrow Agreement) to Buyer in accordance with the Escrow Agreement, in an aggregate amount (together with all other such payments) not to exceed the Escrow Amount. Notwithstanding anything herein to the contrary, Seller shall have no liability or obligation under this Agreement with respect to any Cure Amounts and/or Settlement Amounts other than as set forth in this Section 9.13(b), and, to the extent that the aggregate amount of Cure Amounts required to be paid with respect to any Contracts assumed by Seller and assigned to

Buyer together with all Settlement Amounts paid by Buyer or its Affiliates exceeds the Escrow Amount, such excess shall be borne solely by Buyer.

9.14 New MPA; Existing MPA.

(a) At the Closing, (i) Buyer and Visteon shall enter into the New MPA and purchase orders for the sale of the Visteon Sub-Component Parts set forth in the Price List to Buyer or Buyer's applicable Affiliates at the prices set forth on the Price List after the Closing Date, and (ii) Buyer shall submit a purchase order for such Visteon Sub-Component Parts under the terms of the New MPA. If, after the Closing, Buyer or its applicable Affiliate reasonably determines that the pricing for any part set forth in the Price List is not commercially competitive after receipt of a bona fide quotation for such part from a third party, Buyer or its applicable Affiliate shall be relieved of its non-resourcing obligations under the Accommodation Agreement with respect to such part. Notwithstanding the foregoing, Seller or its applicable Affiliate shall have a final right of refusal to continue to supply any such identified Visteon Sub-Component Part at the competitor's quoted price.

(b) At or prior to the Closing, Visteon shall assume (i) the Master Purchase Agreement between Nissan and Visteon, as executed by Roseann Stevens on October 10, 2001 (the "Existing MPA"), but soley with respect to the existing liabilities and obligations of Visteon thereunder directly related to those Visteon Non-Interior Parts set forth on Schedule 9.14(b) and other Visteon Non-Interior Parts identified by the parties after the date hereof which Seller or its Affiliates continue to supply to Nissan or Buyer after the Closing (but, for the avoidance of doubt, not any Visteon Sub-Component Parts), which Visteon Non-Interior Parts shall be added to Schedule 9.14(b) and (ii) all existing purchase orders for such Visteon Non-Interior Parts described in clause (i) above issued thereunder, such that the existing purchase orders for such Visteon Non-Interior Parts will continue to be governed by, and subject to, the terms of the Existing MPA. All obligations and liabilities of Visteon under the Existing MPA not directly related to those Visteon Non-Interior Parts set forth on Schedule 9.14(b) shall, without any further action on the part of Nissan or Visteon, terminate immediately following such assumption of the Existing MPA by Visteon.

9.15 [INFORMATION REDACTED].

(b) The maximum aggregate liability of Seller for indemnification claims made pursuant to Section 9.15(a) shall be limited to $1,000,000. Any amounts owed by Seller arising from obligations of indemnity pursuant to this Section 9.15 may be set off against amounts otherwise owed by Buyer to Seller and placed in an escrow account with a reputable bank by Buyer until the underlying indemnity claim is finally resolved.

(c) The Fundamental Representations and Warranties shall survive the Closing for a period of six (6) months after the Closing Date. Any claim by a Buyer Indemnified Party against Seller in respect of a Fundamental Representation and Warranty must be brought, if at all, prior to the date that is six (6) months after the Closing Date; provided, however, the actual amount of Losses need not be ascertained during such period.

(d) Seller shall indemnify and hold harmless the Buyer Indemnified Parties from and against any and all Losses actually incurred or suffered by any Buyer Indemnified Party as a result of sales, use or payroll Taxes of MIG assessed against Buyer as a successor-in-interest to MIG.

(e) For the avoidance of doubt, this Section 9.15 shall only apply to claims under Section 9.15(d) above and breaches of the Fundamental Representations and Warranties, and any cause of action arising from a breach of an agreement or covenant contained in this Agreement shall in no way be limited by Section 9.15.

*9.16 **Inventory Count.*** Buyer and Seller shall jointly conduct and complete prior to the Closing a customary physical count of the Inventory located at the Business' plants located in LaVergne, Tennessee, Smyrna, Tennessee, Tuscaloosa, Alabama, and Canton, Mississippi and at Seller's service parts warehouse in Columbus, Ohio for purposes of calculating the Inventory Amount. The parties anticipate that such Inventory count will take place on November 27-29, 2009.

*9.17 **Off-Site Tooling.*** Buyer and Seller acknowledge and agree that all Off-Site Tooling (other than the Off-Site Tooling described in Schedule 1.2) is to be included in the Purchased Assets regardless of whether or not timely identified and/or located by Seller. For purposes of calculating the Purchase Price and Estimated Purchase Price, all Off-Site Tooling shall be valued at "orderly liquidation value in place." The Off-Site Tooling Amount used by Seller in its calculation of the Estimated Purchase Price pursuant to Section 1.5(c) solely shall be based upon Seller's estimated value of the Off-Site Tooling identified in Schedule 1.1(d) as of the Closing Date. Seller may update Schedule 1.1(d) between the date of this Agreement and the date that is sixty (60) days after the date hereof in order to add any additional tooling, dies or other off-site assets identified by Seller that meets the definition of "Off-Site Tooling" For the avoidance of doubt, Seller shall not be entitled to include any items on Schedule 1.1(d) that are not Off-Site Tooling, and Buyer shall be entitled to require that any such items added to Schedule 1.1(d) that are not Off-Site Tooling be removed from Schedule 1.1(d), and any such items so removed shall be added to Schedule 1.2 as Excluded Assets and will not pass to Buyer. Buyer and Seller acknowledge and agree that the tooling, dies and any other off-site assets identified on Schedule 1.1(d) as of the date hereof meet the definition of "Off-Site Tooling." All other tooling, dies or other off-site assets identified by Seller during such 60-day period that do not meet the definition of "Off-Site Tooling" (collectively, the "Excluded Tooling") shall be added to Schedule 1.2 as Excluded Assets and will not pass to the Buyer. At the conclusion of such 60-day period, the parties agree that Schedule 1.1(d) and Schedule 1.2 shall be considered final. All timely updates to Schedule 1.1(d) shall include (i) a description, (ii) the location and (iii) Seller's estimated value of each item of Off-Site Tooling (it being understood that Seller shall add the estimated orderly liquidation in place value of each item of Off-Site Tooling to Schedule 1.1(d) prior to Closing). Buyer and Seller shall engage GoIndustry DoveBid to appraise any items of Off-Site Tooling set forth on Schedule 1.1(d) selected by Buyer in its reasonable discretion prior to Buyer's delivery of its Final Calculation pursuant to Section 1.5(e) (it being understood that Seller's estimate of the "orderly liquidation value in place" as set forth on Schedule 1.1(d) shall be deemed conclusive for any item not so selected for appraisal within such above-described 60-day period by Buyer for purposes of calculating the Off-Site Tooling Amount). Buyer and Seller agree that the final calculation of the Off-Site Tooling Amount shall

include the value of all Off-Site Tooling identified in final Schedule 1.1(d), with the values thereof adjusted, as applicable, pursuant to the GoIndustry DoveBid appraisals. Buyer and Seller equally shall share the fees charged by GoIndustry DoveBid for the Off-Site Tooling appraisals. For the avoidance of doubt, all Off-Site Tooling not identified in the final Schedule 1.1(d) (other than the Off-Site Tooling and Excluded Tooling described in Schedule 1.2) shall pass to Buyer at no additional charge to Buyer.

9.18 ***Seller's Accounts Payable.*** Seller acknowledges and agrees that it shall retain responsibility for all payables and liabilities incurred by Seller in connection with the Business from the Petition Date until the Closing.

9.19 [INFORMATION REDACTED].

9.20 [INFORMATION REDACTED].

(a) [INFORMATION REDACTED].

(b) [INFORMATION REDACTED].

9.21 ***Guarantee.***

(a) Nissan hereby unconditionally and irrevocably guarantees the due and punctual payment and performance of all obligations of Buyer or any permitted assignee thereof in this Agreement and the Transition Services Agreement. This guarantee is absolute, continuing, unconditional and unlimited and, to the extent applicable, constitutes a guarantee of payment, not one of collection. The parties acknowledge that this guarantee is *pari passu* with all of Nissan's unsecured and unsubordinated indebtedness.

(b) Visteon hereby unconditionally and irrevocably guarantees the due and punctual payment and performance of all obligations of each Seller other than Visteon in this Agreement and the Transition Services Agreement. This guarantee is absolute, continuing, unconditional and unlimited and, to the extent applicable, constitutes a guarantee of payment, not one of collection.

9.22 ***Service and Accessory Parts.*** Seller and Buyer acknowledge and agree that on October 21, 2009, Buyer and Nissan placed a buffer order for service and accessory parts currently held at Seller's Groveport, Ohio warehouse (the "October 21 Order"). Seller hereby covenants and agrees to fulfill that portion of the October 21 Order that relates to existing replacement and component parts currently located at Sellers' warehouse in Groveport, Ohio by no later than the Closing Date. Seller shall use its commercially reasonable efforts to fulfill the remaining portion of the October 21 Order by no later than the Closing Date. With respect to any unfilled portion of the October 21 Order that Seller orders from a counterparty to a Held Contract that remains unfilled as of the Closing Date, Seller will continue to use commercially reasonable efforts to process such portion of the order and ship to Buyer, per the terms of the October 21 Order (which shall become a Held Contract upon the Closing) for a period of 75 days from the Closing Date. Seller and Buyer further acknowledge and agree that the October 21 Order shall, except to the extent otherwise provided herein, be subject to the current terms, including pricing, packaging and unitization as set forth in the Existing MPA and as set forth in

the current purchase order terms. With respect to any remaining services and accessory parts inventory held at Seller's Groveport, Ohio warehouse not included in the October 21 Order, Seller and Buyer agree to negotiate in good faith through November 30, 2010 regarding Buyer's purchase of all or a portion of such remaining inventory, and any portion of such remaining inventory that is not acquired by Buyer may be destroyed by Seller.

10. Miscellaneous.

10.1 Schedules and Other Instruments. Each schedule to this Agreement shall be considered a part hereof as if set forth herein in full. From the date hereof until the Closing, Seller or Buyer shall update their Schedules, with respect to any new information that becomes available between the date hereof and the Closing. Notwithstanding the foregoing, any Schedule updated by a party after the date hereof shall be updated for informational purposes only, and any such update shall not effect a change in a representation or warranty or prevent a breach of a representation or warranty. Notwithstanding anything in this Agreement to the contrary, the covenants contained in this Section 10.1 shall be deemed to have been performed in all material respects for purposes of Section 7.2 hereof unless the inaccuracy of any representation or warranty resulting from any failure to update the Schedules in accordance herewith would cause a Material Adverse Effect.

10.2 Additional Assurances. The provisions of this Agreement shall be self operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, at the request of a party, the other party or parties shall execute such additional instruments as may be reasonably necessary to evidence the transfer of the Assets and otherwise effectuate this Agreement.

10.3 Consented Assignment. Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any claim, right, contract, license, lease, commitment, sales order, or purchase order if an attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or in any material way affect the rights of Seller thereunder, unless such consent is obtained or not needed pursuant to the Bankruptcy Code. In the event that a required consent is not obtained, or if an attempted assignment would be ineffective or would materially affect the rights thereunder of Seller so that Buyer would not in fact receive all such rights, Seller and Buyer shall cooperate in good faith in any reasonable arrangement designed to provide for Buyer the benefits under (subject to the obligations under) any such claim, right, contract, license, lease, commitment, sales order, or purchase order, including, without limitation, enforcement of any and all rights of Seller against the other party or parties thereto arising out of the breach or cancellation by such other party or otherwise. Nothing in this section, however, is intended to limit the rights of Seller to assign its property without the consent of third-parties, and nothing in this section is intended to limit Seller's obligations under Section 5.4 of this Agreement or Buyer's obligations under Section 6.1 hereof.

10.4 Choice of Law. The parties agree that this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to conflict of laws principles.

10.5 ***Benefit/Assignment.*** Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without prior written consent of the other parties, except that Buyer may assign its rights and interests under this Agreement, in whole or in part, without obtaining the consent or approval of Seller to (i) any Affiliate of Buyer or (ii) following the Closing, to any successor-in-interest to any Person acquiring all or any portion of the Business or the Assets from Buyer; provided no such assignment shall release Buyer or Nissan from its obligations hereunder.

10.6 ***No Brokerage.*** Each party agrees to be solely liable for and obligated to satisfy and discharge all loss, cost, damage, or expense arising out of claims for fees or commissions of brokers employed or claiming to have been employed by such party.

10.7 ***Cost of Transaction.*** Whether or not the transactions contemplated hereby shall be consummated, the parties agree as follows: (i) Seller shall pay the fees, expenses, and disbursements of Seller and its agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto; (ii) Buyer shall pay the fees, expenses, and disbursements of Buyer and its agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto and (iii) Buyer and Seller shall each bear one half of any stamp, documentary, duty, registration, transfer, added value or similar Tax (each, a "Transfer Tax") imposed under any applicable Law in connection with the conveyance of the Assets to Buyer contemplated by this Agreement. Sellers and Buyer shall cooperate to minimize such Transfer Taxes and to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence. Buyer shall be responsible for filing such Tax Returns and remitting the Transfer Tax to the applicable Taxing Authority.

10.8 ***Confidentiality.*** Subject to any disclosures required in connection with the Bankruptcy Case or applicable Law, it is understood by the parties hereto that the information, documents, and instruments delivered to Buyer or its agents or representatives by Seller and/or its respective agents, and the information, documents, and instruments delivered to Seller by Buyer and its agents, are of a confidential and proprietary nature. Any such information, documents and instruments delivered to Buyer or its agents or representatives by Seller and/or its respective agents, or otherwise obtained by Buyer or its Agents (whether pursuant to Section 5.1 hereof or otherwise) shall be subject to the terms of that certain Non-Disclosure Agreement, dated as of March 18, 2009, by and between Visteon Corporation and Nissan North American, Inc. and that certain Non-Disclosure Agreement, effective as of August 11, 2009, by and between [INFORMATION REDACTED] (collectively, the "Non-Disclosure Agreements"). Additionally, each of the parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents, or instruments delivered to it by each of the other parties hereto or their agents in connection with the negotiation of this Agreement or in compliance with the terms, conditions, and covenants hereof and will only disclose (subject, in the case of Buyer or its agents, to the Non-Disclosure Agreements) such information, documents, and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys, and accountants of each party) that require such information in connection herewith and agree to be

bound by the confidentiality requirements contained herein, and applicable Governmental Authorities in connection with any required notification or application for approval or exemption therefrom. Each of the parties hereto further agrees that if the transactions contemplated hereby are not consummated, it will return all such documents and instruments and all copies thereof in its possession to the other parties to this Agreement. Each of the parties hereto recognizes that any breach of this Section 10.8 would result in irreparable harm to the other party to this Agreement and its Affiliates and that therefore any party hereto shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of posting a bond, cash, or otherwise, in addition to all of its other legal and equitable remedies. Nothing in this Section 10.8 however, shall prohibit the use of such confidential information, documents, or information for such governmental filings as required by Law; provided that any such use of confidential information by Buyer or its Affiliates shall be subject to the terms of the Non-Disclosure Agreements.

10.9 Public Announcements. Except as otherwise required to obtain Bankruptcy Court approval, Seller and Buyer mutually agree that no party hereto shall release, publish, or otherwise make available to the public in any manner whatsoever any information or announcement regarding the transactions herein contemplated without the prior written consent of Seller and Buyer, except for information and filings reasonably necessary to be directed to Governmental Authorities to fully and lawfully effect the transactions herein contemplated or required by securities and other Laws. Nothing in this provision is intended to or shall limit Seller in any way from advertising, publishing, and serving notice of the proposed sale and auction pursuant to its duties in connection with the Bankruptcy Case.

10.10 Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement, which must be in writing by the Person against whom such waiver is sought to be enforced in order to be effective, shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

10.11 Notice. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by receipted overnight delivery, or five (5) Business Days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

Seller:	c/o Visteon Corporation One Village Center Drive Van Buren Township, Michigan 48111 U.S. Attention: Michael Sharnas
With a simultaneous copy to:	Kirkland & Ellis LLP 300 North LaSalle Street Chicago, Illinois 60654 Attn: Martin A. DiLoreto, Jr. James J. Mazza, Jr. Fax: (312) 862-2200

Buyer:	Haru Holdings, LLC c/o Nissan North America, Inc. One Nissan Way Franklin, Tennessee 37068 Attention: Andrew Tavi
With a simultaneous copy to:	Waller Lansden Dortch & Davis, LLP 511 Union Street, Suite 2700 Nashville, Tennessee 37219 Attention: E. Brent Hill, Esq. Fax: (615) 244-6804

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

10.12 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

10.13 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

10.14 Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

10.15 Survival. With the exception of the Fundamental Representation and Warranties, which shall survive the Closing for a period of six (6) months after the Closing Date pursuant to Section 9.15, none of the representations and warranties contained in this Agreement or in any certificate, instrument or document delivered by any of the parties hereto pursuant to this Agreement, and none of the covenants and agreements contained herein that, by their terms, contemplate compliance or full performance prior to the Closing, shall survive the Closing. All of the other agreements and covenants contained in this Agreement that, by their terms, contemplate compliance or performance on or after the Closing Date, shall survive the Closing in accordance with the terms hereof, and any cause of action arising from the breach of such surviving agreements and covenants shall not be subject to the limitations provided by Section 9.15 hereof.

10.16 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO,

THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

10.17 No Inferences. Because this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party.

10.18 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of Buyer and Seller and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person.

10.19 Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at Law or in equity.

10.20 Entire Agreement/Amendment. Except for the Non-Disclosure Agreement, this Agreement supersedes all previous contracts or understandings, including any offers, letters of intent, proposals or letters of understanding, and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the within subject matter, and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded, and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement may not be amended except by the written agreement of the parties to this Agreement.

10.21 Interpretation. In this Agreement, unless the context otherwise requires:

(a) references to this Agreement are references to this Agreement and to the Schedules;

(b) subject to the provisions of Section 10.5, references to any party to this Agreement shall include references to its respective successors and permitted assigns;

(c) the terms "hereof," "herein," "hereby," and derivative or similar words will refer to this entire Agreement;

(d) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced by the parties from time to time in accordance with Section 10.20;

(e) the word "including" shall mean including without limitation;

(f) each representation, warranty and covenant contained herein shall have independent significance and, if any party hereto has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant;

(g) any information set forth in any Schedule or incorporated in any section of this Agreement shall be considered to have been set forth in each other Schedule to the extent the relevance of such information is reasonably apparent on the face of such Schedule and shall be deemed to modify the representations and warranties in this Agreement whether or not such representations and warranties refer to such Schedule;

(h) references to time are references to local Nashville, Tennessee time; and

(i) the phrase "Seller's knowledge," or language of similar import, shall mean the actual knowledge of Mike Sharnas, Bill Quigley, Cliff Peterson and Brent Ericson and the plant managers as of the Closing at the Business' plants in LaVergne, Tennessee, Smyrna, Tennessee, Tuscaloosa, Alabama and Canton, Mississippi after due inquiry with their direct reports.

11. Definitions.

As used in this Agreement, the following defined terms shall have the meanings indicated below and, where appropriate, shall include the singular and plural of the term defined:

"Accommodation Agreement" means that Accommodation Agreement by and between Nissan North America, Inc. and Visteon Corporation contemporaneously executed and delivered with the execution and delivery of this Agreement.

"Accounting Firm" means a nationally recognized, independent accounting firm acceptable to both Buyer and Seller, or such other independent firm mutually acceptable to both Buyer and Seller.

"Accrued Vacation" means the accrued vacation of the Salaried Employees and the Hourly Employees.

"Accrued Vacation Amount" means the aggregate liability for the Accrued Vacation under the Seller's Benefit Plans as of 12:01:01 a.m. on the Closing Date, determined using the same accounting methods, practices and principles and procedures as used by Seller in the preparation of its internal financial information.

"Affiliate" means, with respect to any Person, a Person that controls, is controlled by, or is under common control with such Person (it being understood that a Person shall be deemed to "control" another Person, for purposes of this definition, if such Person directly or indirectly has the power to direct or cause the direction of the management and policies of such other Person, whether through holding beneficial ownership interests in such other Person, through contracts or otherwise).

"Agreement" means this Asset Purchase Agreement, including the exhibits and schedules attached hereto.

"Assets" or "Purchased Assets" has the meaning set forth in Section 1.1.

"Assignment and Assumption Agreement" has the meaning set forth in Section 2.2(e).

"Assumed Liabilities" has the meaning set forth in Section 1.3.

"Avoidance Actions" shall mean all claims arising under Chapter 5 of the Bankruptcy Code in connection with Debtor's filing of Bankruptcy, including claims under Sections §§ 544-551 and 553.

"Bankruptcy Case" has the meaning set forth in the Recitals to this Agreement.

"Bankruptcy Code" has the meaning set forth in the Recitals to this Agreement.

"Bankruptcy Court" has the meaning set forth in the Recitals to this Agreement.

"Bankruptcy Sale Order" means an order, issued by the Bankruptcy Court authorizing, to the maximum extent permitted by Sections 105, 363(b) and (f), and 365 of the Bankruptcy Code and other applicable legal requirements, the sale, transfer, assumption, assignment, conveyance and delivery of the Purchased Assets, including the Scheduled Contracts and the Held Contracts, as applicable, to Buyer (or its successors or permitted assigns) free and clear of all Encumbrances, which Bankruptcy Sale Order shall be reasonably acceptable to Buyer, it being understood that without limiting the generality of the foregoing, the Bankruptcy Sale Order shall be deemed to be acceptable to Buyer if it is substantially similar to the order in the Sale Motion or if it otherwise (a) approves, pursuant to Sections 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Seller of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Assets to Buyer on the terms set forth herein; and (iii) the performance by Seller of its obligations under this Agreement, including, without limitation, the assumption and assignment of the Scheduled Contracts and the Held Contracts, as applicable, to Buyer; (b) finds and concludes that (i) due and proper notice has been afforded in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of the Bankruptcy Court and the orders of the Bankruptcy Court; (ii) the Purchase Price (as defined in Section 1.5(a)) under this Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code for the Purchased Assets; (iii) Buyer is a good faith purchaser as that term is used in Section 363(m) of the Bankruptcy Code; (iv) Buyer has not engaged in collusive bidding or otherwise violated the provisions of Section 363(n) of the Bankruptcy Code; (v) title to the Purchased Assets shall vest in Buyer free and clear of all Encumbrances of any type or nature (other than Permitted Encumbrances) under the Bankruptcy

Code including, but not limited to, claims against Seller for any and all pre-closing liabilities of any type or nature whatsoever, except for the Assumed Liabilities; (vi) Buyer shall not be liable for any claims or debts of Seller, except the Assumed Liabilities or as otherwise specifically provided for in this Agreement; (vii) Buyer is not a successor to Seller and shall not be treated as Seller's successor; and (viii) any and all defaults arising prior to the Closing with respect to any Scheduled Contracts or Held Contracts, as applicable, have been or can be cured (by payment of a Cure Amount) or waived without any material modifications to the Scheduled Contracts unless expressly authorized by Buyer to the full extent required by Section 365(b)(1)(A) and other applicable provisions of the Bankruptcy Code and any order of the Bankruptcy Court; and (c) provides that the stay imposed by Bankruptcy Rules 6004(h) and 6006(d) is waived.

"Benefit Plans" means any "employee benefit plan", as defined in Section 3(3) of ERISA, and each other employee benefit plan, program or arrangement.

"Bill of Sale" has the meaning set forth in Section 2.2(d).

"Business" has the meaning set forth in the Recitals to this Agreement.

"Business Day" means any day other than a Saturday, Sunday or day on which banks in the State of Delaware or the State of New York are authorized or required by Law to close.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer Group Plans" has the meaning set forth in Section 6.2.

"Buyer Indemnified Party" has the meaning set forth in Section 9.15.

"Buyer Plans" has the meaning set forth in Section 6.2.

"Canton Lease" means that certain Sublease between Nissan North America, Inc., as sublandlord, and Lextron-Visteon Automotive Systems LLC, as subtenant, dated as of January 4, 2002 with respect to the Canton Property.

"Canton Property" means the land described in the Canton Lease.

"Canton Termination and Deed" has the meaning set forth in Section 2.2(b).

"Closing" has the meaning set forth in Section 2.1.

"Closing Date" has the meaning set forth in Section 2.1.

"Closing Documents" means those documents executed and delivered at the Closing pursuant to Article 2.

"Code" has the meaning set forth in Section 3.12.

"Contracts" has the meaning set forth in Section 3.13.

"Cure Amounts" means, with respect to a contract, the amount necessary, pursuant to Section 365 of the Bankruptcy Code, to cure all pre-petition defaults (including, for the avoidance of doubt, any claims made pursuant to Section 503(b)(9) of the Bankruptcy Code) with respect to such contract.

"Current Model Engineering" means the design and development activity necessary for the use and production of (i) the Finished Component Parts or (ii) similar products used on model-year changes, vehicle refreshes and/or mid-cycle enhancements associated with the vehicle programs for which the Finished Component Parts are supplied by the Business prior to the Closing Date.

"Employees" has the meaning set forth in Section 5.8.

"Encumbrances" means claims, interests, pledges, liens, security interests, interests, charges, encumbrances, setoffs, recoupments, liabilities, successor liabilities, charges, restrictions, debts, indebtedness, costs, damages, judgments or obligations of any character whatsoever and whenever arising, either before or after the Petition Date.

"Environmental Claim" means any claim, action, cause of action, investigation or notice by any Person alleging potential liability (including potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from the presence, or release or threat of release into the environment, of any Materials of Environmental Concern at any location, whether or not owned or operated by Seller.

"Environmental Laws" means, as they exist on the date hereof, all applicable United States federal, state, local and non-U.S. Laws, regulations, codes and ordinances relating to pollution or protection of human health (as relating to environmental hazards in the workplace) and protection of the environment (including ambient air, surface water, ground water, land surface or sub-surface strata), including Laws and regulations relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern, including, but not limited to Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq., Occupational Safety and Health Act ("OSHA"), 29 U.S.C. § 651 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., and any applicable environmental transfer statutes or Laws, each as may have been amended or supplemented on or prior to the Closing Date.

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

"Escrow Agent" means Wells Fargo Bank, National Association.

"Escrow Agreement" has the meaning set forth in Section 2.2(h).

"Escrow Amount" means [INFORMATION REDACTED].

"Escrow Fee" means $2,000, which is the aggregate amount of fees payable to the Escrow Agent at Closing pursuant to the terms of the Escrow Agreement.

"Estimated Purchase Price" has the meaning set forth in Section 1.5(c).

"Excluded Liabilities" has the meaning set forth in Section 1.4.

"Excluded Tooling" has the meaning set forth in Section 9.17.

"Existing MPA" has the meaning set forth in Section 9.14(a).

"Final Calculation" has the meaning set forth in Section 1.5(d).

"Finished Component Parts" means the components parts, cockpit modules and front-end modules manufactured or assembled in the Business' plants in LaVergne, Tennessee, Smyrna, Tennessee, Tuscaloosa, Alabama, and Canton, Mississippi.

"Fundamental Representations and Warranties" has the meaning set forth in Section 9.15(a).

"GAAP" has the meaning set forth in Section 3.4.

"Good Faith Estimate" has the meaning set forth in Section 1.5(c).

"Governmental Authority" means the government of the United States and any government of a state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, any state of the United States or any political subdivision thereof, any tribunal or arbitrator(s) of competent jurisdiction and any self-regulatory organization.

"Governmental Approvals" has the meaning set forth in Section 5.4.

"Held Contract" has the meaning set forth in Section 9.12.

"Held Contract Assumption Notice" has the meaning set forth in Section 9.12.

"Held Contract Expiration Date" has the meaning set forth in Section 9.12.

"Hostage Payment" has the meaning set forth in Section 9.12.

"Intellectual Property" means all intellectual property and other similar proprietary rights (but not including any trademarks, trade dress, service marks, certification marks, logos, slogans, trade names, brand names, and all other indicia of origin) in any jurisdiction worldwide, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (a) issued patents and pending patent applications, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights,

inventions, invention disclosures, discoveries and improvements, whether or not patentable; (b) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilation information), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; (c) trade secrets (including processes, techniques, business and technical information, know-how, non-public information, and confidential and proprietary information in each case that fits the definition of trade secrets as defined in the Uniform Trade Secrets Act and under corresponding foreign Law) and rights to limit the use or disclosure thereof by any Person; (d) computer software, including data files, source code (to the extent applicable and available) and object code, application programming, user interfaces, manuals, databases and other software-related specifications and documentation; and (e) Proprietary Business Knowledge.

"Inventory" means, collectively, all of Seller's inventory used primarily by the Business or used 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; and (d) non-production supplies and consumables (including equipment parts).

"Inventory Amount" means (except for purposes of calculating the Estimated 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 the Inventory as determined based upon the results of the physical count conducted pursuant to Section 9.16 and applying the following valuation methodology: (i) for finished goods and replacement and component parts, 100% of the existing applicable purchase order price for such finished goods and parts; (ii) for partly finished goods and work in process, a percentage of the finished goods purchase order price based on the stage of completion of any such partly finished goods or work in process; and (iii) for raw materials and supplies, non-production supplies and consumables (including equipment parts), 100% of Seller's or its applicable Affiliate's direct cost with respect to such items.

"Joint Instruction" has the meaning set forth in Section 9.13(b).

[INFORMATION REDACTED]

"Law" means any statute, rule, regulation, code, ordinance, resolution, order, writ, injunction, judgment, decree, ruling, promulgation, policy, treaty directive, interpretation or guideline adopted or issued by any Governmental Authority.

"Leased Real Property" has the meaning set forth in Section 3.19.

"Leasehold Improvements" has the meaning set forth in Section 3.19(b).

"License Agreement" has the meaning set forth in Section 2.2(f).

"Licenses" means all licenses, accreditations and registrations, permits, approvals, consents and all applications thereof and waivers of any requirements pertaining thereto, if any, and other licenses or permits issued in connection with Seller's ownership, operation or development of any portion of the Business.

"Losses" has the meaning set forth in Section 9.15.

"Material Adverse Effect" means any material adverse effect on the Assets, taken as a whole, or the ability of the Sellers to consummate the transactions contemplated under this Agreement; provided that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (a) general economic or market conditions, (b) the commencement of the Bankruptcy Case or the events, changes or circumstances that substantially contributed to, or resulted in, the commencement of the Bankruptcy Case, (c) any matter disclosed in the Schedules delivered as of the date hereof with sufficient particularity to ascertain its effect or potential effect on the Assets as of the date hereof disclosed in the Schedules, or (d) the announcement, pendency or performance of this Agreement or the consummation of the transactions contemplated hereby .

"Materials of Environmental Concern" means chemicals, pollutants, contaminants, hazardous materials, hazardous substances and hazardous wastes, medical waste, toxic substances, petroleum and petroleum products and by-products, asbestos-containing materials, PCBs and any other chemicals, pollutants, substances or wastes, in each case as defined and regulated under any Environmental Law.

"New MPA" has the meaning set forth in Section 2.2(q).

"Nissan Payables" has the meaning set forth in Section 1.3(b).

"Nissan Payables Amount" means the aggregate amount of the Nissan Payables as of 12:01:01 a.m. on the Closing Date.

"Nissan Receivables" has the meaning set forth in Section 1.1(h).

"Nissan Receivables Amount" means the aggregate amount of the Nissan Receivables as of 12:01:01 a.m. on the Closing Date.

"Non-Disclosure Agreement" has the meaning set forth in Section 10.9.

"Non-Visteon Sub-Component Parts" means all parts manufactured and/or supplied by third party suppliers other than Seller or Seller's Affiliates that are used in the production and assembly of the Finished Component Parts.

"Notice Parties" has the meaning set forth in Section 3.16.

"Objection Notice" has the meaning set forth in Section 1.5(h).

"Objection Period" has the meaning set forth in Section 1.5(h).

"Off-Site Tooling" has the meaning set forth in Section 1.1(d).

"Off-Site Tooling Amount" shall mean the aggregate value, calculated based on an "orderly liquidation value in place" valuation in accordance with Section 9.17, of the Off-Site Tooling identified in Schedule 1.1(d).

"Permitted Encumbrance" means (i) any lien or other Encumbrance for taxes, assessments and government or other similar charges that are not yet due and payable; (ii) the Assumed Liabilities; (iii) mechanics' liens, materialmen's liens, warehouseman's liens and similar statutorily imposed Encumbrances arising or incurred in the ordinary course of business for amounts not delinquent; (iv) solely with respect to the Real Property, such covenants, conditions, restrictions, easements, encroachments or other Encumbrances, or any other state of facts, that (A) are of record, (B) are created, caused, suffered or assumed by Buyer, (C) are actually known to Buyer, (D) would be apparent from an accurate survey or inspection of the Real Property, or (E) otherwise do not materially interfere with the present occupancy of the Real Property or the use of such Real Property as it has been used by Seller or its Affiliates in the Business prior to the Closing Date; (v) zoning, building codes and other land use Laws regulating the use of occupancy of the Real Property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over the Real Property; (vi) any ground lease; (vii) 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 Real Property Lease; and (viii) restrictions and regulations imposed by any Government Authority or any local, state, regional, national or international reliability council, or any independent system operator or regional transmission organization with jurisdiction over Seller or its Affiliates.

"Person" means any individual, corporation, company, body corporate, association, partnership, limited liability company, firm, entity, joint venture, trust or Governmental Authority.

"Petition Date" means May 28, 2009

"PCBs" has the meaning set forth in Section 3.10.

"Proprietary Business Knowledge" means information, (1) not publicly known, (2) owned by Seller and/or its applicable Affiliates, (3) used or produced in the operation of the Business, and (4) held in any form (including such information comprised in or derived from drawings, data, formulae, specifications, component lists, instructions, service manuals, design manuals, operating manuals, design standards, brochures, catalogues and process descriptions) that arises from or is used in Current Model Engineering for:

(a) the design, research, development and registration of Finished Component Parts;

(b) the manufacture or production of component parts of, or the provision of services for, Finished Component Parts;

(c) the selection, procurement, construction, installation or use of raw materials, plant, machinery or other equipment or processes for Finished Component Parts;

(d) the supply, storage, assembly or packing of raw materials, components or partly manufactured or finished goods for Finished Component Parts;

(e) quality control, testing or certification for Finished Component Parts; and

(f) the rectification, repair or service of goods, plant, machinery or other equipment for Finished Component Parts.

"Purchase Price" has the meaning set forth in Section 1.5.

"Real Property" has the meaning set forth in Section 3.19(c).

"Real Property Assignment Agreement" has the meaning set forth in Section 2.2(b)

"Real Property Lease" has the meaning set forth in Section 3.19(a).

"Real Property License Agreement" has the meaning set forth in Section 2.2(a).

"Sale Motion" means, collectively, one or more motions to approve the Bankruptcy Sale Order.

"Scheduled Contracts" has the meaning set forth in Section 1.1(g).

"Seller" has the meaning set forth in the preamble to this Agreement.

"Settlement Amount" has the meaning set forth in Section 9.13(a).

"Smyrna Plant" means the plant located at 983 Nissan Drive, Smyrna, Tennessee, in which Seller conducts operations primarily related to the Business, but which is not leased by Seller pursuant to any written lease.

"Surcharge Amount" means $20,000,000.

"Tax" or "Taxes" means (i) all United States federal, state or local or non United States income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, ad valorem, escheat, sales, use, transfer, registration, value added, alternative or add on minimum, estimated or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto, whether or not disputed, and (ii) Liability for items within clause (i) of any other Person by Contract, operation of Law (including Treasure Regulations Section 1.1502-6) or otherwise.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Transferred Employees" has the meaning set forth in Section 5.8(a).

"Transferred Intellectual Property" has the meaning set forth in Section 1.1(c).

"Transition Services Agreement" has the meaning set forth in Section 2.2(e).

"Transfer Tax" has the meaning set forth in Section 10.8.

"Trustee" means the bankruptcy trustee of the Bankruptcy Case.

[INFORMATION REDACTED]

"Visteon Non-Interior Parts" means all parts manufactured and/or supplied by Seller and/or Seller's Affiliates to Buyer or Buyer's Affiliates that are used in the production and assembly of parts, other than the Finished Component Parts.

"Visteon Sub-Component Parts" means all parts set forth on the Price List. For the avoidance of doubt, Visteon Sub-Component Parts shall not include any Non-Visteon Sub-Component Parts.

"WARN Act" has the meaning set forth in Section 5.8(b).

[INFORMATION REDACTED]

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:

VISTEON CORPORATION

By: _____
Name: _____
Title: _____

GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC

By: _____
Name: _____
Title: _____

GCM-VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC

By: _____
Name: _____
Title: _____

MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC

By: _____
Name: _____
Title: _____

VC REGIONAL ASSEMBLY & MANUFACTURING, LLC

By: _____
Name: _____
Title: _____

BUYER:

HARU HOLDINGS, LLC

By: _____
Name: _____
Title: _____

NISSAN NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

Exhibit A-1

Real Property License Agreement

See attached.

Exhibit A-2

Real Property Assignment Agreement

See attached.

Exhibit A-2

Canton Termination and Deed

See attached.

Exhibit B

Bill of Sale

See attached.

Exhibit C

Assignment and Assumption Agreement

See attached.

Exhibit D

License Agreement

See attached.

Exhibit E

Transition Services Agreement

See attached.

Exhibit F

Escrow Agreement

See attached.

Exhibit G-1

Nissan Release

See attached.

Exhibit G-2

Visteon Release

See attached.

Exhibit H

Price List

See attached.

Exhibit I

New MPA

See attached.

Exhibit J

Motion - Bankruptcy Sale Order

See attached.

Exhibit K

Wind Down Cost Schedule

See attached.

EXHIBIT A-1

REAL PROPERTY LICENSE AGREEMENT

THIS REAL PROPERTY LICENSE AGREEMENT (this "Agreement"), made as of the ____ day of _____, 2009, by and between VISTEON CORPORATION, a Delaware corporation ("Licensor"), and HARU HOLDINGS, LLC, a Delaware limited liability company ("Licensee"). All capitalized terms used but not otherwise defined herein have the meanings set forth in that certain Asset Purchase Agreement, dated as of _____, 2009, by and among Licensor, GCM-Visteon Automotive Systems, LLC, GCM-Visteon Automotive Leasing Systems, LLC, MIG-Visteon Automotive Systems, LLC, VC Regional Assembly and Manufacturing, LLC, Licensee and Nissan North America, Inc. (as may be amended, supplemented or otherwise modified from time to time, the "APA").

W I T N E S S E T H :

WHEREAS, Licensor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, the Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), which is now pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") under Case No. 09-11786 (CSS) and is thereby a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code;

WHEREAS, Licensor entered into that certain lease, dated January 21, 2004, between ProLogis North American Properties Fund I LLC ("Landlord"), as landlord, and Licensor, as tenant, for the premises located at Nashville/I-24 Distribution Center #2, 501 Mason Road, Suite 280, LaVergne, Tennessee, as the same may have been amended from time to time (the "Lease");

WHEREAS, in conjunction with the sale and purchase of the Acquired Assets under the APA, Licensee desires to use and occupy a portion of the building ("Building") known as Nashville/I-24 Distribution Center #2, 501 Mason Road, Suite 280, LaVergne, Tennessee, constituting that certain premises which Licensor leases under the Lease (the "Licensed Premises");

WHEREAS, Licensee has requested that Licensor grant it permission to use and occupy the Licensed Premises for the period ("License Period") commencing on the date hereof and continuing through and including the close of business on the date that shall be the earlier of (i) the Rejection Deadline (as hereinafter defined), or (ii) or the date that the License is sooner terminated pursuant to the terms hereof; and

WHEREAS, Licensor is willing to allow Licensee to use and occupy the Licensed Premises for the License Period, subject to the terms, covenants and conditions set forth in the APA, Lease and this Agreement.

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

1. License. Subject to and in accordance with the terms and conditions of the Lease and this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from

Licensor, a license ("License"), which shall be non-transferable and irrevocable (except as otherwise set forth herein), to use and occupy the Licensed Premises on an exclusive basis during the License Period for those uses permitted to Licensor under the Lease, and to use the parking spaces associated with the Building to the extent use is granted to Licensor under the Lease. During the License Period and thereafter to the extent that any covenant survives this Agreement, Licensee hereby agrees (a) to fully perform all of Licensor's obligations under the Lease to the extent that such obligations are applicable to the Licensed Premises, except that the obligation to pay rent to Landlord under the Lease shall be considered performed by Licensee to the extent that the License Fee is paid to Licensor in accordance with Section 2 below, and (b) not to commit or suffer any act or omission that will create a breach or default under the Lease to the extent that said act or omission relates to Licensee's obligations as to the Licensed Premises. Licensee shall not be liable for any outstanding or accrued obligations of Licensor under the Lease as of the commencement of the License Period.

2. License Fee. Licensee shall pay to Licensor as a fee ("License Fee") for the License, a sum equal to any and all amounts payable by the Licensor under the Lease during the License Period, plus any amounts prepaid by Licensor under the Lease that apply to any part of the period of use constituting the License Period. Licensor hereby acknowledges receipt of the License Fee from Licensee for the full first month of the License Period plus the partial month from the date hereof to and including the last day of the month in which the License Period commenced. The foregoing sums shall be paid in lawful money of the United States, at such place as shall be directed by Licensor. The License Fee shall be payable in advance on the first day of each calendar month during the License Period. Any License Fee made in respect of a period which is less than one calendar month shall be prorated by multiplying the then applicable monthly License Fee by a fraction, the numerator of which is the actual number of days in such month with respect to which the said License Fee is being paid and the denominator of which is the total number of days in such month.

3. Vacate and Surrender Possession. Subject to and in accordance with the terms and conditions of the Lease, (a) Licensee hereby agrees that time shall be of the essence with respect to Licensee's obligation to vacate and surrender possession of the Licensed Premises upon the expiration of the License Period, and (b) Licensee shall vacate and surrender possession of the Licensed Premises at such time, broom clean, in the original condition as existed prior to the commencement of the License Period, and shall remove all of its personal property therefrom. Licensee's obligation to observe and perform this covenant shall survive the expiration or other termination of this Agreement.

4. No Lease. This Agreement does not and shall not be deemed to constitute a lease or a conveyance of the Licensed Premises by Licensor to Licensee, or to confer upon Licensee any right, title, estate or interest in the Licensed Premises. This Agreement grants to Licensee only a personal privilege to use and occupy the Licensed Premises for the License Period on and subject to the terms and conditions set forth herein.

5. Exclusivity. Licensee shall not permit the whole or any portion of the Licensed Premises to be occupied by any person or entity other than Licensee.

6. Exculpation; Indemnification.

(a) None of Licensor, Seller or any of Licensor's or Seller's Affiliates shall have any liability to Licensee or any person/entity claiming derivatively by or under Licensee arising out of or relating to this Agreement except Licensor shall have liability as a result of a material breach by Licensor of this Agreement or the gross negligence, bad faith or willful misconduct of Licensor or Licensor's agents, employees or contractors.

(b) Each of Licensor and Licensee shall indemnify and hold harmless the other party, its or their Affiliates, and its and their the officers, directors, agents, employees, members and stockholders (each an "Indemnified Party") from any damages incurred by any Indemnified Party as a result of, based upon or arising out of a third-party claim for: (i) any breach or non performance of any of the covenants or agreements made hereunder (including, without limitation, Licensee's payment obligations hereunder), or (ii) the gross negligence, willful misconduct or bad faith of Licensor or Licensee or any of their respective Affiliates.

(c) EXCEPT IN THE CASE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NONE OF LICENSOR, SELLER OR ANY OF LICENSOR'S OR SELLER'S AFFILIATES SHALL BE LIABLE HEREUNDER FOR ANY PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST REVENUE, INCOME OR PROFITS OR DIMINUTION IN VALUE OF THE BUSINESS OF LICENSEE, EVEN IF SUCH PERSON HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT ON THE PART OF LICENSOR, SELLER OR ANY OF LICENSOR'S OR SELLER'S AFFILIATES, THE AGGREGATE LOSSES FOR ANY CAUSE WHATSOEVER FOR WHICH LICENSOR, SELLER OR ANY OF LICENSOR'S OR SELLER'S AFFILIATES, TAKEN TOGETHER, SHALL BE LIABLE IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PREVIOUSLY PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT.

7. Insurance. Subject to and in accordance with the terms and conditions of the Lease, Licensee shall obtain and keep in full force and effect during the License Period, at Licensee's own cost and expense, commercial general liability insurance in a combined single limit amount of not less than $2,000,000, naming Licensor as an additional insured, or greater levels of insurance if required under the Lease. Said insurance is to be written in form satisfactory to Licensor by a good and solvent insurance company of recognized standing licensed to do business in the State of Tennessee and satisfactory to Licensor. Prior to the commencement of the License Period, Licensee shall furnish to Licensor a certificate of such insurance. If Licensee shall fail to obtain such insurance or furnish said certificate to Licensor, Licensor may, but shall not be obligated to, obtain the same, in which event the amount of the premium paid shall, on demand, be reimbursed by Licensee to Licensor. Each party shall include in each of its policies insuring against loss, damage or destruction by fire or other casualty, a waiver of the insurer's right of subrogation against the other party. Each party hereby releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property (including rental value or business interruption), occurring during the License Period to the extent to which such party is insured under a policy containing a

waiver of subrogation or naming the other party as an additional assured, as provided in this Paragraph.

8. No Obligations of Licensor. Licensor shall have no obligation to alter, improve, decorate, or otherwise prepare the Licensed Premises for Licensee's use and occupancy. Licensee shall not make any alterations, decorations, installations or improvements of any kind whatsoever to the Licensed Premises.

9. Deadline to Assume or Reject Lease. Licensor shall have no obligation to assume the Lease pursuant to Section 365 of the Bankruptcy Code. Licensor acknowledges that Seller agreed to request an extension of the deadline to assume or reject the Lease from the Landlord, pursuant to Section 5.11 of the APA. The Licensor shall have the right, but not the obligation, to allow the Lease to be deemed rejected as of the deadline to assume or reject the Lease, pursuant to Section 365 of the Bankruptcy Code (the "Rejection Deadline"). Licensor and Licensee acknowledge and agree that as of October 23, 2009, the Rejection Deadline is December 24, 2009. Licensor may extend the Rejection Deadline if (a) Landlord timely consent to such extension of the Rejection Deadline and (b) the Bankruptcy Court enters of an order approving such extension. Licensor shall have no liability for its inability to extend the Rejection Deadline past December 24, 2009.

10. Early Termination. Licensee shall have the right to terminate this License prior to the Rejection Deadline by the giving of written notice of same to Licensor ("Termination Notice"). Within five (5) business days after receiving the Termination Notice, Licensor shall submit a motion to the Bankruptcy Court to reject the Lease. The effective date of the termination of this Agreement under this Section 10 shall be the date that such rejection becomes effective.

11. Default and Termination. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, and shall fail to cure a default under Section 2 within five (5) days of such default or shall fail to cure any other default within thirty (30) days of such default, in addition to any other rights and remedies available to Licensor, Licensor may terminate the License by the giving of written notice to Licensee, whereupon the License shall terminate on the date set forth in said notice, and Licensee shall vacate the Licensed Premises on said date as if that date were the date of the expiration of the License Period as set forth herein.

12. Use of Premises. Licensee shall, at all times, use the Licensed Premises only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards asserting jurisdiction thereover, or any direction of any public officer pursuant to law, and otherwise consistent in all respects with the Lease. Licensee, and its employees, agents, visitors and contractors, shall observe faithfully, and comply strictly with, all of the rules and regulations under the Lease and those that may be established by Licensor.

13. Maintenance of Premises. Subject to and in accordance with the terms and conditions of the Lease, Licensee shall, throughout the License Period, take good care of the Licensed Premises and the fixtures and appurtenances therein, and, at Licensee's sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, fire or other casualty, provided however, Licensee shall not be required to complete any repairs or replacements to the Licensed Premises

that cost more than Ten Thousand and No/100 Dollars ($10,000.00). Notwithstanding the foregoing, all damage or injury to the Licensed Premises or to any other part of the Building, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of Licensee, or Licensee's agents, employees, contractors or visitors, shall be repaired promptly by Licensee at its sole cost and expense, to the satisfaction of Licensor. Licensee shall also repair all damage to the Building and the Licensed Premises caused by the moving of its fixtures, furniture or equipment. All of the aforesaid repairs shall be of quality or class equal to the original work or construction.

14. Miscellaneous. This Agreement, together with the APA and the exhibits and schedules thereto, is the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings (written or oral) between the parties with respect to this subject matter. In the event of any inconsistencies between the terms of this Agreement and the terms of the APA, the parties hereto agree that the terms of the APA shall control. This Agreement shall inure to the benefit of Licensor's successors and assigns, and may not be assigned by the Licensee without the express prior written consent of Licensor. This Agreement may not be modified except by a writing signed by the party to be charged. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given in accordance with the APA.

15. Limitation on Recourse. Except for any judgment based on the bad faith, gross negligence or willful misconduct of Licensor, Seller, or any of Licensor's or Seller's Affiliates, Licensee shall look only to (a) Licensor's estate in the Building or (b) the License Fees actually paid by Licensee to Licensor, for the satisfaction of any judgment in the event of any default by Licensor hereunder and no other property of Licensor shall be subject to levy, execution or other enforcement procedure for the satisfaction of the same. Licensor's principals, partners, members, shareholders, directors or officers shall not be liable for the performance of any of Licensor's obligations under this Agreement. Licensee's principals, partners, members, shareholders, directors or officers shall not be liable for the performance of any of Licensee's obligations under this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement as of the date hereinabove set forth.

LICENSOR:

VISTEON CORPORATION,
a Delaware corporation

By: _____
Name: _____
Its: _____

LICENSEE:

HARU HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT A-2

REAL PROPERTY LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

This Real Property Lease Assignment and Assumption Agreement (this "Assignment") is made this ___ day of _____, 2009, between VC REGIONAL ASSEMBLY & MANUFACTURING, LLC, a Delaware limited liability company ("Assignor"), and HARU HOLDINGS, LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used but not otherwise defined herein have the meanings set forth in that certain Asset Purchase Agreement, dated as of _____, 2009, by and among Visteon Corporation, GCM-Visteon Automotive Systems, LLC, GCM-Visteon Automotive Leasing Systems, LLC, MIG-Visteon Automotive Systems, LLC, Assignor, Assignee and Nissan North America, Inc. (as may be amended, supplemented or otherwise modified from time to time, the "APA").

RECITALS

WHEREAS, Assignor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, the Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), which is now pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") under Case No. 09-11786 (CSS) and is thereby a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code;

WHEREAS, Assignor, as tenant, entered into that certain lease, between NL Ventures V Carlisle, L.P., as landlord, and VC Regional Assembly & Manufacturing, LLC, as tenant, for the premises located at 1401 Industrial Drive, Tuscaloosa, Alabama, as the same may have been amended from time to time (the "Lease");

WHEREAS, in conjunction with the sale and purchase of the Acquired Assets, the APA obligates Assignor to assign to Assignee the Lease, subject to the terms and conditions set forth in the APA and this Assignment; and

WHEREAS, pursuant to section 365(k) of the Bankruptcy Code, Assignor shall be relieved of any liability for any breach of the Lease occurring after this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor grants, assigns and transfers to Assignee, its successors and assigns, all right, title and interest in and to the Lease, and Assignee accepts from Assignor such assignment and assumes and agrees to pay, perform and discharge all duties and obligations of Assignor under the Lease.

2. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

3. This Assignment may be executed in counterparts, each of which is deemed an original, but all of which constitute the same agreement. This Assignment, and any amendments hereto or thereto, to the extent signed and delivered by facsimile (or other electronic

transmission), shall be treated in all manner and respects as an original contract and is considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama and the United States of America, except to the extent the laws of another jurisdiction are mandatorily applicable.

5. Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the APA, and nothing in this Assignment will be deemed to supersede, limit, amend, supplement, modify, vary or enlarge any of the rights, obligations, covenants, agreements, representations and warranties of Assignor or Assignee under the APA. In the event of any inconsistencies between the terms of this Assignment and the terms of the APA, the parties hereto agree that the terms of the APA shall control.

(Signatures are on the following page.)

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

ASSIGNOR:

VC REGIONAL ASSEMBLY & MANUFACTURING, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

ASSIGNEE:

HARU HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT A-3

SUBLEASE TERMINATION AGREEMENT

THIS SUBLEASE TERMINATION AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2009, by and between NISSAN NORTH AMERICA, INC., a California corporation, ("Sublessor") and GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC, a Mississippi limited liability company (f/k/a Lextron-Visteon Automotive Systems LLC, a Mississippi limited liability company), as debtor and debtor in possession ("Sublessee" or "Debtor"). All capitalized terms used but not otherwise defined herein have the meanings set forth in that certain Asset Purchase Agreement, dated as of _____, 2009, by and among Visteon Corporation, Sublessee, GCM-Visteon Automotive Leasing Systems, LLC, MIG-Visteon Automotive Systems, LLC, VC Regional Assembly and Manufacturing, LLC, Haru Holdings, LLC and Sublessor (as may be amended, supplemented or otherwise modified from time to time, the "APA").

W I T N E S S E T H:

WHEREAS, Sublessor and Sublessee entered into a certain sublease dated January 4, 2002, (as the same may have been amended from time to time, and together with any and all other leases or agreements affecting the subject premises (the "Sublease"), covering certain premises commonly known as _____ [address], Canton, Mississippi (together, the "Premises"), on the terms and conditions set forth therein; and

WHEREAS, Sublessee filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, the Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), which is now pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") under Case No. 09-11786 (CSS) and is thereby a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code; and

WHEREAS, subject to the conditions set forth herein, the parties desire to terminate the Sublease effective as of entry of an order by the Bankruptcy Court approving the transaction contemplated herein (the "Termination Date").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Sublessor and Sublessee hereby covenant and agree as follows subject only to Bankruptcy Court approval:

1. Payment. Effective as of the occurrence of the Termination Date with respect to the Lease, Sublessor shall pay by the next business day to Sublessee the sum of _____ Dollars ($) at _____.

2. Surrender. As of the Termination Date, Sublessee hereby surrenders the Premises to Sublessor and does hereby give, grant and surrender unto Sublessor all of Sublessee's right, title and interest in and to the Premises, including, without limitation, all of Sublessee's right, title and interest in, to and under the Lease, and Sublessor hereby accepts such surrender. Except as otherwise expressly provided herein, each of the parties hereto acknowledge performance of all obligations of the other party under the Lease or otherwise in connection with

the Premises through and including the Termination Date, the Lease is hereby agreed to be null and void and of no further force and effect as of the Termination Date. In addition, any and all rights and obligations of the parties that may have arisen in connection with the Premises shall be deemed to have expired and terminated as of the Termination Date.

3. Release. As of the Termination Date, except as to the obligations of Sublessee expressly set forth in this Agreement, Sublessor hereby releases and discharges Sublessee and its respective successors and assigns of and from all manner of actions, causes of action, suits, debits, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity which Sublessor ever had, now has or hereafter can, shall or may have against the Sublessee or its successors or assigns for, upon or by reason of any matter, cause or thing whatsoever relating to or arising out of the Sublease, this Agreement or the Premises, or Sublessee's use and occupancy thereof, including but not limited to, all lease rejection claims (whether under section 502 of the Bankruptcy Code or otherwise), administrative expense claims, or claims relating to Sublessee's pre- or post-petition use and occupancy of the Premises.

4. Proof of Claims. To the extent the Sublessor has filed or files any proof of claims with respect to the Lease or the Premises, Sublessor consents to the expungement of such claims, with prejudice.

5. Successors and Assigns. This Agreement and each of its provisions are binding upon and shall inure to the benefit of the Sublessee's successors and assigns, including, without limitation, a trustee, if any, subsequently appointed under chapter 7 or chapter 11 of the Bankruptcy Code.

6. Authority. The parties hereto each warrant and represent that it has the right and authority to enter into this Agreement

7. Entire Agreement. This Agreement, and any agreement and/or instruments delivered in connection herewith, contain the entire agreement between the parties hereto and except as otherwise specifically set forth herein, supersede all prior agreements and undertaking between the parties hereto or any of them or any of their affiliates relating to the subject matter hereof.

8. Counterparts. This Agreement 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 it shall constitute sufficient proof of the Agreement to present any copy, copies or facsimiles signed by the parties to be charged.

9. Governing Law. This Agreement shall be governed by the laws of the Mississippi, and any disputes shall be resolved by the Bankruptcy Court which shall have exclusive jurisdiction at all times that the Sublessee's bankruptcy case is pending.

10. Taxes. Any and all sales, transfer and recording taxes, stamp taxes or similar taxes, if any, relating to the termination of the Lease shall be the sole responsibility of Sublessor and shall be paid, if applicable, to the proper governing body on the Termination Date.

11. Inconsistencies with the APA. 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 APA, 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 Sublessor or Sublessee under the APA. In the event of any inconsistencies between the terms of this Agreement and the terms of the APA, the parties hereto agree that the terms of the APA shall control.

(Signatures are on the following page.)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first written above.

SUBLESSOR	**SUBLESSEE**
NISSAN NORTH AMERICA, INC., a California corporation	GCM/VISTEON AUTOMOTIVE SYSTEMS, LLC, a Mississippi limited liability company
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

Signature page to Canton Sublease Termination

Above this Line for Recorder's Use Only

Prepared by:	Requested by and after recording return to:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

INDEXING INSTRUCTIONS: Section _____, Township ____, Range ____, Quarter Section _____.

QUITCLAIM DEED FOR IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the undersigned, GCM/VISTEON AUTOMOTIVE SYSTEMS, LLC, a Mississippi limited liability company (f/k/a Lextron-Visteon Automotive Systems LLC, a Mississippi limited liability company) ("**Grantor**"), for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, CONVEY, AND QUITCLAIM unto HARU HOLDINGS LLC, a Delaware limited liability company ("**Grantee**"), all of Grantor's right, title and interest, if any, in and to the buildings, fixtures, and any other improvements or structures constituting real property located on or attached to the following described real estate, situated in Madison County, Mississippi (collectively, the "**Property**"):

BUILDING B

COMMENCING AT THE NORTHWEST CORNER OF THE TRIM & CHASSIS BUILDING, NEAR BUILDING COLUMN LINES C AND 465, HAVING ESTABLISHED GRID COORIDINATES OF N 12080.50, E 101 01.50, OF THE PLANT COORDINATE SYSTEM; THENCE N 90°0'00" E, ALONG THE NORTH WALL LINE OF SAID BUILDING. 652.67 FEET (N=12080.50 E=10754.17). TO THE SOUTHEAST CORNER OF SAID BUILDING.

THENCE N O"0'00 E, A DISTANCE OF 96.17 FEET (N42176.67 E=10754.17);

THENCE N 90°0'00 W, A DISTANCE OF 149.1 7 FEET (N=12176.67 E=10605.00), TO A POINT 5 FEET SOUTH AND FIVE FEET EAST OF BUILDING B. TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N 90°0'00 W, ON A LINE PARALLEL WITH BUILDING 6, A DISTANCE OF 310.00 FEET (N=12176.67 E=10295.00);

THENCE N 0°0'00 E. ON A LINE PARALLEL WITH BUILDING B, A DISTANCE OF 335.00 FEET (N=12511.67 E=10295.00);

THENCE N 90D0'00" E, ON A LINE PARALLEL WITH BUILDING B, A DISTANCE OF 310.00 FEET (N=12511.67 E=10605.00);

THENCE S 0°0'00" E, ON A LINE PARALLEL WITH BUILDING B, A DISTANCE OF 335.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.3841ACRES, MORE OR LESS.

Ad valorem taxes for the year 200__ have been prorated between the Grantor and Grantee, and Grantee assumes and agrees to pay the same when they become due and payable.

GRANTOR NAME, ADDRESS AND PHONE NUMBER:

_____
_____
_____

GRANTEE NAME, ADDRESS AND PHONE NUMBER:

_____
_____
_____

EXECUTED this _____ day of _____, 2009.

GRANTOR:

GCM/VISTEON AUTOMOTIVE SYSTEMS, LLC,
a Mississippi limited liability company

By: _____
Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF _____§
§
COUNTY OF _____§

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 2009, within my jurisdiction, the within named _____ who acknowledged that [he] [she] is the _____ of_____, a _____, and that for and on behalf of said_____, and as its act and deed, [he] [she] executed the above and foregoing Quitclaim Deed, after first having been duly authorized by said _____ to do so.

_____
Notary Public
Print Name: _____

My Commission Expires:_____

[AFFIX NOTARIAL SEAL]

EXHIBIT B

GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS GENERAL BILL OF SALE AND ASSIGNMENT (this "Bill of Sale"), is made and entered into as of _____, 2009, by and between VISTEON CORPORATION, a Delaware corporation ("Visteon"), GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC, a Mississippi limited liability company ("GCMS"), GCM-VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC, a Mississippi limited liability company ("GCML"), MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC, a Tennessee limited liability company ("MIG"), VC REGIONAL ASSEMBLY & MANUFACTURING, LLC, a Delaware limited liability company ("VCRAM," and together with Visteon, GCMS, GCML, and MIG, hereinafter individually referred to herein as a "Seller" and collectively referred to herein as the "Sellers"), and HARU HOLDINGS, LLC, a Delaware limited liability company (the "Buyer").

WHEREAS, the Sellers and the Buyer have entered into an Asset Purchase Agreement, dated October [_____], 2009 (the "Purchase Agreement"), pursuant to which (i) this Bill of Sale is contemplated and (ii) the Sellers agreed to sell, transfer, convey and deliver to the Buyer, and the Buyer agreed to purchase from the Sellers, all of the Sellers' right, title and interest in the 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, the Sellers do hereby irrevocably and unconditionally sell, transfer, convey and deliver to the Buyer, its successors and assigns forever, all right, title and interest in and to the Assets (other than the improvements to the Canton Property (which are conveyed by a separate instrument) and the Scheduled Contracts (which are assigned by a separate instrument)), free and clear of all Encumbrances, except for Permitted Encumbrances. 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 Sellers 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; Waiver of Jury Trial**. The parties hereto agree that this Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws principles. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS BILL OF SALE OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

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 any 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. **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.

SELLERS:

VISTEON CORPORATION

By: _____
Name: _____
Title: _____

GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC

By: _____
Name: _____
Title: _____

GCM-VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC

By: _____
Name: _____
Title: _____

MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC

By: _____
Name: _____
Title: _____

VC REGIONAL ASSEMBLY & MANUFACTURING, LLC

By: _____
Name: _____
Title: _____

BUYER:

HARU HOLDINGS, LLC

By: _____
Name: _____
Title: _____

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of _____, 2009, by and between VISTEON CORPORATION, a Delaware corporation ("Visteon"), GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC, a Mississippi limited liability company ("GCMS"), GCM-VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC, a Mississippi limited liability company ("GCML"), MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC, a Tennessee limited liability company ("MIG"), VC REGIONAL ASSEMBLY & MANUFACTURING, LLC, a Delaware limited liability company ("VCRAM," and together with Visteon, GCMS, GCML, and MIG, hereinafter individually referred to herein as an "Assignor" and collectively referred to herein as the "Assignors"), and HARU HOLDINGS, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignors and the Assignee have entered into an Asset Purchase Agreement, dated October [_____], 2009 (the "Purchase Agreement"), pursuant to which (i) this Agreement is contemplated, (ii) the Assignors agreed to sell, transfer, convey and deliver to the Assignee, and the Assignee agreed to assume from the Assignors, all of the Assignors' right, title and interest in the Scheduled Contracts and (iii) the Assignors agreed to assign, and the Assignee 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, the Assignors hereby irrevocably and unconditionally sell, transfer, convey and assign to the Assignee and its successors and assigns forever all right, title and interest in, to and under the Scheduled Contracts, including all future payment and performance obligations under and arising out of the Scheduled Contracts.

3. **Acceptance of Assignment and Assumption of Liabilities.** Subject to the terms and conditions of the Purchase Agreement, the Assignee hereby accepts and assumes from the Assignors all of Assignors' right, title and interest in, to and under the Scheduled Contracts and the Assumed Liabilities, and the Assignee assumes and agrees to pay, perform and discharge (i) in accordance with their respective terms all future payment and performance obligations under and arising out of the Scheduled Contracts and (ii) the Assumed Liabilities.

4. **Excluded Liabilities.** The Assignors and the Assignee acknowledge and agree that Assignee is not assuming, nor under any circumstances shall Assignee be obligated to pay, assume or be responsible for (nor shall any of the assets of Assignee 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 Assignee hereunder.

5. **Amendment and Modification; Waiver**. This Agreement may be amended, modified and supplemented by written instrument authorized and executed by each of the Assignee and the Assignors 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; Waiver of Jury Trial.** The parties hereto agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws principles. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

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 any Assignor or the Assignee 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. **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 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 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.

ASSIGNORS:

VISTEON CORPORATION

By: _____
Name: _____
Title: _____

GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC

By: _____
Name: _____
Title: _____

GCM-VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC

By: _____
Name: _____
Title: _____

MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC

By: _____
Name: _____
Title: _____

VC REGIONAL ASSEMBLY & MANUFACTURING, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

HARU HOLDINGS, LLC

By: _____
Name: _____
Title: _____

Exhibit D

INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY LICENSE AGREEMENT ("License Agreement"), dated as of October ___, 2009, is made by and between VISTEON CORPORATION and VISTEON GLOBAL TECHNOLOGIES, INC., on the one hand (collectively, "Licensors"), and HARU HOLDINGS, LLC, on the other hand ("Licensee"). The foregoing are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, VISTEON CORPORATION, GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC, GCM-VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC, MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC, VC REGIONAL ASSEMBLY & MANUFACTURING, LLC (collectively, "Seller"), have entered into, with HARU HOLDINGS, LLC, and NISSAN NORTH AMERICA, INC., (collectively, "Buyer"), that certain Asset Purchase Agreement, dated October ___, 2009, (the "Purchase Agreement"), pursuant to which (i) this License Agreement is made and (ii) Seller transferred to Buyer certain assets related to the Business (as defined in the Purchase Agreement);

WHEREAS, Licensors own Intellectual Property (as defined in the Purchase Agreement) that is not used exclusively and solely in the Business (as defined in the Purchase Agreement) and that arises out of Current Model Engineering (as defined in the Purchase Agreement) or is used in the production and sale of Finished Component Parts (as defined in the Purchase Agreement) and Licensors are retaining ownership of such Intellectual Property after the Closing Date (the "Retained Intellectual Property");

WHEREAS, Visteon Global Technologies, Inc. owns certain patents necessary for the continued operation of the Business (as defined in the Purchase Agreement) and enters into this License Agreement pursuant to Sections 2.2(f) and 9.9 of the Purchase Agreement; and

WHEREAS, as contemplated by the Purchase Agreement, Licensee is granted certain rights with respect to the Retained Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. DEFINITIONS.

Unless otherwise stated herein, capitalized terms defined in the Purchase Agreement will have the same respective meanings when used in this License Agreement. In addition, as used herein the following capitalized terms shall have the respective meanings set forth below.

"Buyer" has the meaning set forth in the recital of this License Agreement.

"Confidential Information" has the meaning set forth in Section 4.

"Effective Time" means the time immediately following the Closing.

"Field of Use" means the design, development, production and sale of Finished Component Parts of the Business existing as of the Closing Date, and similar products for model-year changes, vehicle refreshes and/or mid-cycle enhancements associated with the vehicle programs for which the Finished Component Parts are supplied by the Business prior to the Closing Date; provided however that the Field of Use shall not include any successor or follow-on vehicle programs.

"Licensee" has the meaning set forth in the Preamble of this License Agreement.

"Licensors" has the meaning set forth in the Preamble of this License Agreement.

"Licensed Intellectual Property" means the Intellectual Property owned by Licensors at the Effective Time and (i) that arises out of Current Model Engineering or (ii) is used in the production and sale of Finished Component Parts, including those patents identified in Section 9.9 of the Purchase Agreement, but in no event shall Licensed Intellectual Property include Intellectual Property arising out of New Model Engineering.

"New Model Engineering" means the design and development activity primarily related to successor or follow-on vehicle programs to the vehicle programs for which Finished Component Parts are supplied by the Business prior to the Closing Date.

"Parties" has the meaning set forth in the Preamble of this License Agreement.

"Party" has the meaning set forth in the Preamble of this License Agreement.

"Purchase Agreement" has the meaning set forth in the recital of this License Agreement.

"Retained Intellectual Property" has the meaning set forth in the recital of this License Agreement.

"Seller" has the meaning set forth in the recital of this License Agreement.

2. LICENSE GRANT.

2.1 *Effective Time.*

Subject to the terms and conditions set forth herein, this License Agreement shall be effective at the Effective Time.

2.2 *License Grant to Licensee.*

Subject to the terms hereof, at the Effective Time, Licensors hereby grant to Licensee, solely for use by the Licensee and its Affiliates, a perpetual, royalty-free, worldwide, non-transferable (except as set forth herein), non-exclusive license (without the right to sublicense,

except as set forth herein) under the Licensed Intellectual Property solely to make, have made, use, have used, offer to sell, sell and import products in the Field of Use.

2.3 ***Other Items of Intellectual Property.***

Within twelve (12) months following the Closing Date, if Licensee believes, based on the content of the Business conducted as of the Closing Date, that Licensee should have been granted a license to one or more items of Intellectual Property that is owned by Licensors and that is not licensed to Licensee under this License Agreement or transferred to Licensee pursuant to the Purchase Agreement, Licensee may give notice to Licensors of that belief and request that Licensee be given a license to such Intellectual Property in accordance with the provisions of this License Agreement. Within fourteen (14) days of such notice, Licensors shall grant such right or the Parties shall meet and confer in good faith concerning the possible grant of license rights to such Intellectual Property to the requesting party. In the event the parties are unable to resolve whether Licensee should be granted a license to such Intellectual Property, Licensee may bring a cause of action or file suit in a court of law or equity subject to Sections 8.2 and 8.3 hereof.

3. ACKNOWLEDGEMENTS.

3.1 ***Ownership of Excluded Intellectual Property.***

The Licensee hereby acknowledges and agrees that, as between the Parties, the Licensors and their Affiliates are the sole and exclusive owners of all right, title and interest in and to the Licensed Intellectual Property. The Licensee hereby acknowledges and agrees that it shall not, and it shall cause its Affiliates not to, at any time file any application to register, or otherwise claim ownership of, the Licensed Intellectual Property anywhere in the world.

3.2 ***Ownership of Derivative Works.***

The Licensors, for themselves and their Affiliates, acknowledge and agree that: (a) to the extent that the Licensee is granted the right to create derivative works of the Licensed Intellectual Property pursuant to Section 2.2, ownership of the new original elements of any such derivative work shall reside with the Licensee; and (b) the Licensee shall not have any obligation to make any such derivative work available to, or have any duty to account to, the Licensors.

4. CONFIDENTIALITY.

In connection with this License Agreement, Licensed Intellectual Property that is confidential and other information deemed by Licensors to be confidential (collectively, "Confidential Information") may be provided to Licensee or its Affiliates. Licensee shall protect, and shall cause each of its Affiliates and its and their representatives to protect, such Confidential Information of Licensors or their Affiliates by using the same degree of care as it would use to protect its own confidential information of like nature, but not less than a reasonable degree of care, to prevent unauthorized disclosure or use thereof. Licensee shall not at any time do or cause to be done any act or thing contesting, impairing or tending to impair the confidentiality of any confidential portions of the Licensed Intellectual Property, including any trade secrets contained therein. Licensee acknowledges that the Licensed Intellectual Property is valuable to Licensors and

may not be generally known or readily ascertainable. If, at any time, Licensee determines that any of its directors, officers, employees, agents, auditors, or consultants has disclosed, or sought to disclose, any Confidential Information of Licensors in violation of this License Agreement, or that Licensee or any of its personnel has engaged in activities that may lead to the unauthorized use or disclosure of any Confidential Information of Licensors, Licensee shall immediately take action to prevent any further unauthorized use or disclosure, including where appropriate, terminating the applicable personnel's access to such Confidential Information of Licensors and immediately notifying the Licensors. Licensee will cooperate with the Licensors in investigating any apparent unauthorized disclosure or use of the Confidential Information of Licensors. The confidentiality obligations in this Section 4 are in addition to, and not in lieu of, any confidentiality obligations on the Parties that exist pursuant to the Purchase Agreement.

5. TERMINATION.

Licensors may terminate this License Agreement on thirty (30) days written notice to Licensee in the event of a material breach by Licensee of this License Agreement that has not been cured within thirty (30) days after notice thereof; provided, however, if upon receiving such notice from Licensor, Licensee undertakes a good faith effort to cure such material breach, and such material breach cannot be cured within the thirty (30) day cure period, Licensors shall allow Licensee a reasonable time, not to exceed sixty (60) days from date of the initial notice, to cure such material breach prior to terminating this License Agreement.

6. LIMITED WARRANTY; DISCLAIMER.

6.1 *Limited Warranty*

Except as disclosed in the Purchase Agreement, as of the date hereof Licensor has no knowledge (as "knowledge" is interpreted in the Purchase Agreement as applicable to Sellers) of any material actions, suits, or proceedings filed in court, or of any receipt by Licensor of written notice of a material claim, in each case alleging the infringement of the intellectual property rights of a third party by the Licensed Intellectual Property. The foregoing (i) shall apply to Licensor's knowledge solely as of the date hereof and (ii) shall survive for a period of six (6) months after Closing. 6.2 Disclaimer

OTHER THAN AS SET FORTH IN ANY RELEVANT PROVISIONS OF THE PURCHASE AGREEMENT OR THIS LICENSE AGREEMENT, (A) LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LICENSED INTELLECTUAL PROPERTY; (B) LICENSORS SHALL HAVE NO INDEMNIFICATION OBLIGATION TO LICENSEE BASED ON THE LICENSES GRANTED UNDER THIS LICENSE AGREEMENT; AND (C) THE LICENSED INTELLECTUAL PROPERTY IS PROVIDED "AS IS" AND "WHERE IS."

7. LIMITATION OF LIABILITY.

LICENSORS SHALL NOT BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY, BUT NOT INCLUDING CLAIMS BASED ON GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, OR OTHERWISE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER THAT IN ANY WAY ARISE OUT OF, OR ARE A CONSEQUENCE OF, THEIR PERFORMANCE OR NON PERFORMANCE HEREUNDER, INCLUDING LOSS OF PROFITS, LOST DATA, BUSINESS INTERRUPTIONS AND CLAIMS OF CUSTOMERS, EVEN IF LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

8. INDEMNITY

Each of Licensor and Licensee shall indemnify and hold harmless the other party, and each of such party's Affiliates, and the officers, directors, agents, employees, members and stockholders of such party and each of its Affiliates (each an "Indemnified Party") from any damages incurred by any Indemnified Party as a result of, based upon or arising out of (i) any breach or non-performance of any of the representations, warranties, covenants or agreements made by such party under this License Agreement, (ii) any damages arising out of the breach of this License Agreement by, or actions of, such party's Affiliate (iii) the gross negligence, willful misconduct or bad faith of such party or any of its Affiliates, or (iv) any failure of such party to satisfy its monetary obligations hereunder, including any indemnity and any taxes or other obligations arising out of this License Agreement. In the event a 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.

9. MISCELLANEOUS.

9.1 *Entire Agreement.*

Except as otherwise expressly provided in this License Agreement, this License Agreement (including the schedules and attachments hereto) and the Purchase Agreement (and the attachments and documents referenced therein) constitute the entire agreement of the Parties, and supersede all pre-existing agreements, both written and oral, with respect to the matters expressly provided for in this License Agreement. This License Agreement may be amended or modified only by mutual agreement in writing signed by the authorized representatives of both parties hereto.

9.2 *Choice of Law.*

The parties agree that this License Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws principles.[1]

9.3 *Waiver of Jury Trial.*

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING

[1] Conformed to Purchase Agreement.

OUT OF OR IN ANY WAY RELATED TO THIS LICENSE AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

9.4 ***Benefit; Assignment; Sublicense.***

Subject to provisions herein to the contrary, this License Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or sublicensed by any of the Parties without prior written consent of the other Parties, except that Licensee may assign or sublicense its rights and interests under this License Agreement, in whole or in part, without obtaining the consent or approval of Licensor to any Affiliate of Licensee or to CalsonicKansei North America, Inc.]

9.5 ***Waiver of Breach.***

The waiver by any Party of a breach or violation of any provision of this License Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

9.6 ***Enforcement of Agreement.***

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this License Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this License Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

9.7 ***Severability.***

In the event any provision of this License Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this License Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

9.8 ***Notices.***

Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by receipted overnight delivery, or five (5) Business Days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

Licensor:	c/o Visteon Corporation One Village Center Drive Van Buren Township, Michigan 48111 U.S. Attention: Michael Sharnas
With a simultaneous copy to:	Visteon Global Technologies, Inc. Attn: Fax:
With a simultaneous copy to:	Kirkland & Ellis LLP 300 North LaSalle Street Chicago, Illinois 60654 Attn: Martin A. DiLoreto, Jr. James J. Mazza, Jr. Fax: (312) 862-2200
Licensee:	Haru Holdings, LLC c/o Nissan North America, Inc. One Nissan Way Franklin, Tennessee 37068 Attention: Andrew Tavi
With a simultaneous copy to:	Waller Lansden Dortch & Davis, LLP 511 Union Street, Suite 2700 Nashville, Tennessee 37219 Attention: E. Brent Hill, Esq. Fax: (615) 244-6804

or to such other address, and to the attention of such other person or officer as any Party may designate, with copies thereof to the respective counsel thereof as notified by such Party.

9.9 ***Waiver.***

The performance of or compliance with a party's obligation hereunder may be waived, but only in writing, signed by an authorized representative of the other party. A waiver of any provision of this License Agreement shall not constitute a waiver of any subsequent provision or of any other provision of this License Agreement. Failure of either Party to enforce at any time any provision of this License Agreement shall not be construed as a waiver thereof.

9.10 ***Order of Precedence.***

The Parties agree that if any terms of this License Agreement conflict with the terms of another agreement with respect to the subject matter hereof, the terms of this License Agreement shall govern with respect to the resolution of such conflict.

9.11 ***Gender and Number.***

Whenever the context of this License Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

9.12 ***Divisions and Headings.***

The divisions of this License Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this License Agreement.

9.13 ***Bankruptcy.***

The Parties intend and agree that the licenses granted herein shall be considered to be licenses to "intellectual property" as defined in the United States Bankruptcy Code, 11 U.S.C. § 101(35A), and that if a licensor thereunder enters into bankruptcy, the licensee thereunder may fully exercise all of its rights and remedies under 11 U.S.C. § 365(n) with respect thereto.

9.14 ***Obligations of Parties.***

Each obligation of a Party under this License Agreement to take (or refrain from taking) any action hereunder shall be deemed to include an undertaking by the Party to cause its Affiliates to take (or refrain from taking) such action. Licensee is responsible for any acts or actions of its Affiliates related to this License Agreement, including any breaches of this License Agreement by such Affiliate.

9.15 ***Counterparts.***

This License 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 License Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this License Agreement as to the parties and may be used in lieu of the original License Agreement 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.

9.16 ***No Inferences.***

Inasmuch as this License Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either Party shall be drawn from the fact that any portion of this License Agreement has been drafted by or on behalf of such Party.

9.17 ***Relationship of Parties.***

The relationship between the parties set forth in this License Agreement is a relationship between independent contractors, and is not a joint venture, partnership or agency and Licensee shall have no power to obligate or bind Licensors in any manner whatsoever.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be executed on its behalf by their duly authorized representative of the day and year first above written.

Visteon Corporation	Visteon Global Technologies, Inc.
By : _____	By : _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

HARU HOLDINGS, LLC
By : _____
Name: _____
Title: _____
Date: _____

EXHIBIT E

Redacted.

EXHIBIT F

Redacted.

EXHIBIT G-1

Redacted.

EXHIBIT G-2

Redacted.

EXHIBIT H

Redacted.

EXHIBIT I

Redacted.

EXHIBIT J

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
VISTEON CORPORATION, et al.,[1]	)	Case No. 09-11786 (CSS)
	)	Jointly Administered
Debtors.	)	
	)	**Re: Docket No. __**

ORDER (I) APPROVING (A) AN ASSET PURCHASE AGREEMENT FOR THE SALE OF CERTAIN ASSETS TO HARU HOLDINGS, LLC FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES; (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; (II) AUTHORIZING THE DEBTORS TO ENTER INTO AND IMPLEMENT ACCOMMODATION AGREEMENT AND RELATED AGREEMENTS; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Sale Motion") of the above-captioned debtors and debtors in possession (collectively, "Visteon" or the "Debtors") for entry of an order (the "Sale Order") (i) approving (a) an asset purchase agreement (the "Purchase Agreement"), dated as of October 23, 2009, a copy of which is attached hereto as **Exhibit 1** and incorporated by reference herein, for the sale of certain assets to Haru Holdings, LLC (the "Buyer") free and clear of liens,

[1] 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.

claims, and encumbrances (the "Sale");[2] (b) the assumption and assignment of certain executory contracts and unexpired leases related thereto (the "Assumed Contracts"); and (c) procedures for designating certain executory contracts and unexpired Leases to be assumed and assigned, providing notice, and determining Cure (the "Cure Procedures"), as set forth in the Cure Notice, attached hereto as **Exhibit 2**; (ii) authorizing the Debtors to enter into and implement an accommodation agreement, attached hereto as **Exhibit 3**, and related agreements with Nissan North America, Inc. ("Nissan", collectively, the "Accommodation Agreement"); and (iii) granting related relief; and upon consideration of the *Declaration of William G. Quigley, III, Chief Financial Officer and Executive Vice President of Visteon Corporation, in Support of the Debtors' Motion For Entry Of An Order (I) Approving (A) An Asset Purchase Agreement For The Sale Of Certain Assets To Haru Holdings, LLC Free And Clear of Liens, Claims, and Encumbrances; (B) The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases Related Thereto; (C) Procedures For Designating Executory Contracts and Unexpired Leases to be Assumed and Assigned and Determining Cure; and (D) Other Related Relief; (II) Authorizing the Debtors to Enter Into and Implement Accommodation Agreement and Related Agreements; and (III) Granting Related Relief*; and the Court having jurisdiction to consider the Sale Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest; and the Debtors having provided appropriate notice of the Sale Motion and the opportunity for a hearing on this Sale Motion

[2] All capitalized terms used but otherwise not defined herein shall have the meanings ascribed to them in the Sale Motion or in the Purchase Agreement.

under the circumstances and no other or further notice need be provided; and the Court having reviewed the Sale Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Sale Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; after due deliberation and sufficient cause appearing therefor, it is hereby **FOUND AND DETERMINED THAT**:[3]

Jurisdiction, Final Order and Statutory Predicates

A. The Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a), and over the entities which are subject to the terms of this Order, including, but not limited to all creditors, all persons and entities who have a claim (as defined in § 101(5) of the Bankruptcy Code) against the Debtors or their estates, and all parties in interest, including those entities claiming an interest in the Purchased Assets (as defined in the Purchase Agreement), and those entities who are parties to the Assumed Contracts (the "Contract Counterparties"). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N), and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this order, and expressly directs entry of judgment as set forth herein.

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[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The statutory predicates for the relief requested herein are sections 363(b), 363(f), 363(m), and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002(a)(2), 2002(c)(1), 6004(a), (b), (c), (f), and (h), and 6006(a), (c), and (d), 9007, and 9019 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules"), and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

Notice of the Sale and Cure Procedures

D. Actual written notice of the Hearing, the Sale Motion, the Sale, the Cure Procedures and a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all known interested persons and entities, including, but not limited to the following parties (the "Notice Parties"): (a) the United States Trustee; (b) counsel to the Committee; (c) counsel to the ad hoc group of lenders for the Debtors' senior secured term loan facility (the "Prepetition Term Lenders"); (d) counsel for the administrative agent for the Debtors' senior secured term loan facility (the "Prepetition Term Agent"); (e) counsel for the administrative agent for the Debtors' revolving senior secured credit facility (the "ABL Lender") (f) the indenture trustee for each of the Debtors' outstanding unsecured bond issuances; (g) those persons who have requested notice pursuant to Bankruptcy Rule 2002; (h) the Buyer and its counsel; (i) all persons or entities known or reasonably believed to have asserted a lien on any of the Purchased Assets; (j) all known creditors of Purchased Assets; (k) all applicable state attorney generals; and (l) all applicable federal, state and local taxing authorities, and other necessary government agencies.

E. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the Hearing, (a) proper, timely, adequate and sufficient notice of the Sale Motion, the Hearing, the Sale, and the Cure Procedures has been provided in

accordance with sections 363 and 365 of the Bankruptcy Code and Rules 2002, 6004, 6006, and 9014 of the Bankruptcy Rules; (b) such notice was good and sufficient, and appropriate under the particular circumstances; and (c) no other or further notice of the Sale Motion, Hearing, the Sale, or the Cure Procedures is required.

F. In accordance with the Cure Procedures, the Debtors have provided notice (the "Cure Notice") of their intent to assume and assign the Scheduled Contracts and of the related proposed amounts to cure defaults under the Scheduled Contracts with each Contract Counterparty (the "Cure Amounts"). The service and provision of the Cure Notice was good, sufficient, and appropriate under the circumstances and no further notice need be given with respect to the Cure Amounts for the Scheduled Contracts described by the Cure Notices and the assumption and assignment of the Scheduled Contracts. All Contract Counterparties to the Scheduled Contracts have had an opportunity to object to both the Cure Amounts listed in the Cure Notice and the assumption and assignment of the Scheduled Contracts (including objections related to the adequate assurance of future performance). With respect to executory contracts or unexpired leases that are designated as Held Contracts pursuant to the Cure Procedures and section 9.12 of the Purchase Agreement after the entry of this Sale Order, the Cure Procedures provide all Contract Counterparties to such Held Contracts with due and proper notice and the opportunity to object to both the Cure Amounts identified in any Cure Notice delivered to any such Contract Counterparty and the assumption and assignment of the applicable Held Contract (including objections related to the adequate assurance of future performance). The Cure Procedures setting forth the service and provision of the Cure Notice provides notice that good, sufficient, and appropriate under the circumstances and no further notice need be given with respect to the Cure Amounts for the Held Contracts described by the Cure Notices and the assumption and assignment of the Held Contracts.

G. The disclosures made by the Seller concerning the Sale Motion, Purchase Agreement, Hearing, the Sale, and the Cure Procedures were good, complete and adequate.

Good Faith of Buyer

H. The Buyer is not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code or an "affiliate" of the Debtors under 11 U.S.C. §101(2).

I. The Buyer is purchasing the Purchased Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (a) Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (b) Buyer and Seller were represented by separate counsel with respect to negotiations concerning the Sale of the Purchased Assets; (c) Buyer in no way induced or caused the chapter 11 filing by the Debtors; (d) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection herewith have been disclosed; (e) Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (f) no common identity of directors or controlling stockholders exists between the Buyer and any of the Debtors; and (g) the negotiation and execution of the Purchase Agreement, Accommodation Agreement, and other documents related thereto, including an Access and Security Agreement (the "Access Agreement") and a Transition Services Agreement (the "TSA"), was at arm's-length and in good faith.

Fair and Reasonable Price

J. The consideration provided by the Buyer pursuant to the terms of the Purchase Agreement represents a fair and reasonable price for the Purchased Assets in connection with a sale pursuant to section 363 of the Bankruptcy Code under the currently presented facts and

circumstances of Debtors' chapter 11 cases, and the Sale and the transactions contemplated thereby will maximize value for the Debtors' estates as compared to any other currently available alternative.

K. The Debtors have demonstrated compelling circumstances and good business reasons for the Sale prior to, and outside of, a plan of reorganization. Approval of the Sale Motion, the Purchase Agreement, the Accommodation Agreement, and the consummation of the transactions contemplated by the Sale Motion and the Accommodation Agreement are in the best interests of the Debtors, their estates, and other parties in interest.

Private Sale is Appropriate

L. The Sale of the Purchased Assets to the Buyer pursuant to a private sale is authorized pursuant to section 363(b)(1) of the Bankruptcy Code and Bankruptcy Rule 6004(f). A private sale of the Purchased Assets to the Buyer represents the sound business judgment of the Debtors and is appropriate in light of the facts and circumstances surrounding the Sale and the Debtors' chapter 11 cases because it (a) provides fair and reasonable value for the Purchased Assets; (b) preserves the value of certain of Visteon's non-debtor facilities; and (c) maintains and promotes an important customer relationship.

No Fraudulent Transfer

M. The consideration provided by the Buyer pursuant to the Purchase Agreement is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, and the District of Columbia.

Validity of Transfer

N. The Sale has been duly and validly authorized by all necessary corporate action of the Debtors, who have full corporate power and authority to execute and deliver the Purchase

Agreement and all other ancillary Sale documents. Except as expressly set forth in the Purchase Agreement, no further consents or approvals are required for the Debtors to consummate the Sale as contemplated by the Purchase Agreement.

O. The transfer of the Purchased Assets to the Buyer will be as of the Closing Date a legal, valid, and effective transfer of such Purchased Assets, and will vest the Buyer with all right, title, and interest of the Debtors in the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests accruing, arising, or relating thereto any time prior to the Closing Date, except for any Permitted Encumbrances under the Purchase Agreement.

Section 363(f) is Satisfied

P. The Buyer would not have entered into the Purchase Agreement and would not consummate the transactions contemplated therein if the Purchased Assets were not free and clear of all liens, claims, encumbrances, and other interests except for any Permitted Liens, or if the Buyer would, or in the future could be liable for any such liens, claims, encumbrances, and other interests accruing, arising, or relating thereto any time prior to the Closing Date, except for any Permitted Liens.

Q. The Debtors may sell the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests, except for any Permitted Liens because, in each case, one or more of the standards set forth in section 363(f)(l)-(5) of the Bankruptcy Code has been satisfied. Those holders of any liens, claims, encumbrances, and other interests in the Purchased Assets who did not object, or who withdrew their objections, to the Purchase Agreement, the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

R. Those holders of liens, claims, and encumbrances who did object, if any, fall within one or more of the other subsections of section 363(f) and are adequately protected by having their liens, claims, and encumbrances, if any, in each instance against the Debtors, their

estates or any of the Purchased Assets, attach to the cash proceeds of the Sale ultimately attributable to the Purchased Assets in which such creditor alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

Compelling Circumstances for an Immediate Sale

S. To maximize the value of the Purchased Assets, it is essential that the Sale occur within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Sale. Accordingly, there is a sufficient business reason to lift the ten day stay period contemplated by Bankruptcy Rules 6004(h) and 6006(d).

Assumption and Assignment of the Assumed Contracts

T. The Debtors have demonstrated that it is an exercise of sound business judgment to assume and assign the Assumed Contracts to the Buyer in connection with the consummation of the Sale and the assumption and assignment of the Assumed Contracts is in the best interests of the Debtors and their estates, creditors and other parties in interest. The Assumed Contracts being assigned to the Buyer are an integral part of the operations of the Debtors being acquired by the Buyer and, accordingly, such assumption and assignment of the Assumed Contracts is reasonable, enhances the value of the Debtors' estates, and does not constitute unfair discrimination.

U. With respect to each of the Assumed Contracts (including those Held Contracts that become Assumed Contracts pursuant to the Cure Procedures), the Debtors have met all requirements of section 365(b) of the Bankruptcy Code. Further, the Buyer has provided all necessary adequate assurance of future performance under the Assumed Contracts in satisfaction of sections 365(b) and (f) of the Bankruptcy Code. Accordingly, the Assumed Contracts can be assumed by the Debtors and assigned to the Buyer, as provided for in the Cure Procedures. The Cure Procedures are fair, appropriate, and effective, and upon the payment by the Buyer, in

accordance with the Purchase Agreement, of all Cure Amounts and approval of the assumption and assignment for a particular Assumed Contract thereunder, the Debtors shall be forever released from any and all liability under the Assumed Contract.

Other Findings

V. The Sale does not constitute a *de facto* plan of reorganization or liquidation or an element of such a plan for any of the Debtors, as it does not propose to: (a) impair or restructure existing debt of, or equity interests in, the Debtors, (b) impair or circumvent voting rights with respect to any future plan proposed by the Debtors; (c) circumvent chapter 11 plan safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (d) classify claims or equity interests, compromise controversies or extend debt maturities.

W. The Debtors have demonstrated that entry into the Accommodation Agreement thereto represents a sound and reasonable exercise of their business judgment, and that entry into the Accommodation Agreement is in the best interests of the Debtors' estates and creditors.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Sale Motion is granted and approved.

2. All of the findings of fact and conclusions of law set forth above are incorporated herein by reference, and the Sale Motion, as modified by any announcements in open court, is granted, as provided herein.

3. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to this Court at the Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby denied and overruled on the merits, or the interests of such objections have been otherwise satisfied or adequately provided for.

Approval of the Purchase Agreement

4. The Purchase Agreement and all other ancillary documents substantially in the form attached hereto as **Exhibit 1** are hereby approved.

5. Pursuant to section 363(b) of the Bankruptcy Code and Bankruptcy Rule 6004(f), the Debtors are authorized and empowered to (a) consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement; (b) close the Sale as contemplated in the Purchase Agreement and this Sale Order; and (c) execute and deliver, perform under, consummate, implement, and close fully the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement and such other ancillary documents.

6. This Order shall be binding in all respects upon the Debtors, their estates, all successors and assigns of the Debtors, all creditors of and holders of equity interests in the Debtors, holders of liens, claims, encumbrances, and other interests, except for any Permitted Encumbrances against or on the Purchased Assets, the Buyer and all successors and assigns of the Buyer, and any trustees, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Debtors' cases. This Order and the Purchase Agreement shall inure to the benefit of the Debtors, their estates, the Buyer, and each of their respective successors and assigns.

Transfer of the Purchased Assets

7. The transfer of the Purchased Assets by the Debtors to Purchaser upon Closing and payment of the Purchase Price will be a legal, valid and effective transfer of the Purchased

Assets notwithstanding any requirement for approval or consent by any entity (as defined in section 101(15)) of the Bankruptcy Code.

8. The Debtors have demonstrated both: (a) good, sufficient and sound business purposes and justification; and (b) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code.

9. Good and sufficient reasons exist for approval of the sale of the Purchased Assets to Buyer under the terms of the Purchase Agreement. The relief requested in the Sale Motion is in the best interests of the Debtors, their creditors, the public and the Debtors' estates.

10. The transfer of the Purchased Assets to Buyer pursuant to the Purchase Agreement will be a legal, valid, and effective transfer of the assets, and vests the Buyer with good and indefeasible title to the Purchased Assets free and clear of all liens, claims, and encumbrances, except for the Assumed Liabilities assumed by the Buyer under the Purchase Agreement, and any such liens, claims, and encumbrances which existed prior to the Closing shall attach to the proceeds of the Sale in the same order and priority as existed before the Sale pursuant to 11 U.S.C. § 363(f), subject to and with the full reservation of all rights by the Debtors and/or the Committee to contest and/or avoid the validity, perfection, priority, extent and enforceability of any such asserted liens, claims, encumbrances, and other interests as transferred and attached to said proceeds.

11. All persons and entities holding liens or interests in all or any portion of the Purchased Assets other than Permitted Encumbrances (which shall be limited by the validity of the underlying liens, claims, and encumbrances) arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, or the transfer of the Purchased Assets to the Buyer, hereby are forever barred, estopped, and permanently enjoined from such persons' or

entities' liens or interests against the Buyer or its successors or assigns, their property or the Purchased Assets. On the Closing Date, each creditor is authorized and directed to execute such documents and take all other actions as may be necessary to release any liens and interests on the Purchased Assets, as provided for herein, as such liens or interests may have been recorded or may otherwise exist.

12. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder to cancel any of the liens, claims, encumbrances or other interests of record except the Permitted Liens.

13. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Purchased Assets to the Buyer in accordance with the terms of the Purchase Agreement and this Sale Order.

14. If any person or entity which has filed statements or other documents or agreements evidencing liens, claims, encumbrances or other interests on the Purchased Assets fails to deliver to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary or desirable to the Buyer for the purpose of documenting the release of all liens, claims, encumbrances or other interests, which the person or entity has or may assert with respect to the Purchased Assets, the Debtors and the Buyer are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets.

15. The transfer of the Purchased Assets is in exchange for consideration being paid by the Buyer that constitutes reasonably equivalent value and fair consideration under the

Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

16. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

17. The transfer of the Purchased Assets, and the assumption and assignment of the Assumed Contracts, does not and will not subject the Buyer to any liability for liens, claims, and encumbrances by reason of such transfers and assignments under the laws of the United States, any state, territory or possession thereof of the District of Columbia based, in whole or in part, directly or indirectly, on any theory of law, including, without limitation, any theory of successor or transferee liability, and all creditors and parties-in-interest are prohibited from asserting such claims against the Buyer or the Buyer's Affiliates.

18. All of the requirements of sections 105 and 363 of the Bankruptcy Code for a sale free and clear of all liens, claims, and encumbrances have been met.

Accommodation Agreement

19. The Debtors are authorized to enter into the Accommodation Agreement, substantially in the form attached hereto as **Exhibit 3**, which includes the Access Agreement and

the TSA, attached as Exhibits F and G to the Sale Motion, and the Accommodation Agreement shall constitute a post-petition contract of the Debtors enforceable in accordance with its terms.

20. The Accommodation Agreement was negotiated, proposed, and entered into by the Debtors and Nissan in good faith and from arm's-length bargaining positions and Nissan shall accordingly be entitled to the protections afforded under section 363(m) of the Bankruptcy Code.

21. Any parties with liens, claims, or interests on property subject to Nissan's security interest under the Access Agreement or lessors of the facilities subject to Nissan's right of access under the Access Agreement shall not take any action to impair Nissan's rights under the Access Agreement. All parties' liens and security interests in such property or facilities are subject to the terms of the Access Agreement.

22. For the avoidance of doubt, the liens granted to Nissan under the Access Agreement shall be subordinate to the liens of the Lenders (as such term is defined in the Access Agreement), but shall also be subordinated to any liens granted pursuant to a Court approved debtor-in-possession lending facility entered into by the Debtors.

Assumption and Assignment of Assumed Contracts

23. The Debtors are hereby authorized to assume and assign the Assumed Contracts to the Buyer pursuant to the terms of the Purchase Agreement and in accordance with the Cure Procedures. Subject to the Cure Procedures, such assumption and assignment shall become effective upon Closing and the Debtors are authorized and empowered to pay such amounts as required pursuant to the terms of the Purchase Agreement and the Sale Motion to cure prepetition monetary defaults under such Assumed Contracts.

24. The Cure Amounts shall be deemed the only amounts necessary to cure prepetition monetary defaults under the Assumed Contracts. The payment of the Cure Amounts,

if any, by the Buyer or Debtors, shall (i) effect a cure of all defaults existing there under as of the date of assumption and assignment in accordance with the Cure Procedures; and (ii) compensate for any actual pecuniary loss to such Contract Counterparty resulting from such default.

25. The Buyer has provided adequate assurance of future performance of the Assumed Contracts within the meaning of section 365(f)(2) of the Bankruptcy Code.

26. The Debtors shall assign and transfer to Buyer all of their right, title and interest (including common law rights) to all of the intangible property associated with the Assumed Contracts, but excluding the Excluded Assets.

27. The Assumed Contracts shall remain in full force and effect for the benefit of the Buyer, notwithstanding any provisions in such Assumed Contracts or in applicable law (including, without limitation, those described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibit, restrict, or limit in any way such assignment or transfer and the mere assumption and assignment of the Assumed Contracts shall not cause any acceleration of payments, increase in payments, assignment fees, or any additional fee for the Buyer.

28. Except as may be otherwise agreed to by the parties to an Assumed Contract, the Cure Amounts under the Assumed Contract shall be paid by the Buyer within ten days after the later of (a) the Closing of the Sale or (b) following the date on which such Assumed Contract is deemed assumed and assigned in accordance with the Cure Procedures.

Cure Procedures

29. The Cure Procedures, as set forth in the Cure Notice attached hereto as **Exhibit 2** to the Sale Motion, are hereby approved.

30. The Court finds that the Contract Counterparties to the Assumed Contracts who fail to file an objection to the Cure Amounts in accordance with the Cure Procedures as set forth in the Cure Notice have waived and released and are forever barred from asserting against either

the Debtors, the Buyer, or any other assignee of the relevant Assumed Contract, any Cure Amounts other than those set forth in their respective Cure Notices, or that any additional amounts are due or defaults exist, or prohibitions or conditions to assignment exist or must be satisfied, under such Assumed Contract for the period prior to the assumption and assignment of such Assumed Contract.

Reservations of Rights

31. Pursuant to, and as described in, the *Stipulation, Agreement, and Final Order on Consent (I) Authorizing Use of the Prepetition Term Loan Priority Collateral and Term Loan Cash Collateral under 11 U.S.C. §361; and (II) Granting Adequate Protection under 11 U.S.C. §§ 361, 362, and 363* [Docket No. 608] (the "Term Loan Adequate Protection Stipulation"), the Prepetition Term Agent and the Prepetition Term Lenders (as both terms are defined in the Term Loan Adequate Protection Stipulation) hold a first priority perfected security interest in (with certain limited exceptions) the intellectual property owned, used, or licensed by the Debtors (the "IP Collateral"). Additionally, the Prepetition Term Agent and the Prepetition Term Lenders hold a security interest in certain proceeds of IP Collateral (as further described in the Term Loan Adequate Protection Stipulation, the "IP Cash Collateral"). Therefore, the Prepetition Term Agent (on its behalf and on behalf of the Prepetition Term Lenders) reserves all rights to claim those portions of any payment received pursuant to the terms of the Purchased Agreement or Accommodation Agreement are proceeds of IP Collateral and should be treated as IP Cash Collateral in accordance with the terms of the Term Loan Adequate Protection Stipulation.

32. Pursuant to, and as described in, the *Amended Seventh Supplemental Interim Order (I) Authorizing the Use of Cash Collateral Under 11 U.S.C. § 363, (II) Granting Adequate Protection Under 11 U.S.C. §§ 361, 362, and 363, and (III) Scheduling a Final Hearing Under Bankruptcy Rule 4001(B)* [Docket No. 1161] (together with any further supplemental interim

order, amended order, and/or final order, the "ABL Cash Collateral Order"), the Prepetition ABL Agent and Prepetition ABL Lenders (as both terms are defined in the ABL Cash Collateral Order) hold a first priority perfected security interest in the Prepetition ABL Collateral (as defined in the ABL Cash Collateral Order). Therefore, the Prepetition ABL Agent (on its behalf and on behalf of the Prepetition ABL Lenders) reserves all rights to claim those portions of any payment received pursuant to the terms of the Purchase Agreement or Accommodation Agreement are proceeds of Prepetition ABL Collateral and should be treated as Prepetition ABL Collateral as in accordance with the terms of the ABL Cash Collateral Order.

33. For the avoidance of doubt, any proceeds received by the Debtors in connection with an order granting the Sale Motion shall be treated in accordance with the Term Loan Adequate Protection Stipulation and ABL Cash Collateral Order.

Miscellaneous

34. Any creditor or other party in interest that did not file and serve, on or before _____, 2009, a written objection to the Sale Motion, the Sale contemplated by the Purchase Agreement, the Debtors entry into the Accommodation Agreement, and the Cure Procedures shall be, and hereby is, conclusively deemed to have waived any objection it may have to the Sale Motion, the Sale of the Purchased Assets to the Buyer, the Debtors entry into the Accommodation Agreement, and the Cure Procedures and to have waived and released all liens, claims, or encumbrances in or on or with respect to the Purchased Assets.

35. The Buyer, and any assignee of Buyer, is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of this Sale Order shall not affect the validity of the Sale as to the Buyer, except to the extent such authorization is duly stayed pending such appeal prior to such consummation.

36. The Buyer, and any assignee of Buyer, is not, nor shall it be deemed to be, a successor or successor in interest to the Debtors by reason of any theory of law or equity, and the Buyer shall not have any successor or transferee liability of any kind or character. The Buyer shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Purchased Assets other than as expressly set forth in this Order and in the Purchase Agreement. Without limiting the effect or scope of the foregoing, the transfer of the Purchased Assets from the Debtors to the Buyer does not and will not subject the Buyer or its affiliates, successors or assigns or their respective properties (including the Purchased Assets) to any liability for any liens, claims, or encumbrances against the Debtors or the Purchased Assets by reason of such transfer or otherwise under the laws of the United States or any state, territory or possession thereof applicable to such transactions. Neither the Buyer nor its affiliates, successors or assigns shall be deemed, as a result of any action taken in connection with the purchase of the Purchased Assets, to: (a) be a successor to the Debtors; (b) have, *de facto* or otherwise, merged with or into the Debtors; or (c) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. Neither the Buyer nor its affiliates, successors, or assigns is acquiring or assuming any liability, warranty or other obligation of the Debtor, including, without limitation, any tax incurred but unpaid by the Debtors prior to Closing whether or not previously assessed, fixed or audited, (whether or not such tax was paid, or contested before and adjudicated by a judicial or administrative tribunal of competent jurisdiction), except as otherwise expressly provided in this Order or in the Purchase Agreement. Accordingly, the sale of the Purchased Assets to the Buyer shall be free and clear of all liens, claims, and encumbrances to the fullest extent allowed under applicable law and equity, all of which liens, claims, and encumbrances shall attach to the proceeds of the Sale.

37. The consideration provided by the Buyer pursuant to the Purchase Agreement for the Purchased Assets (a) constitutes reasonably equivalent value and fair consideration, (b) is fair and reasonable and may not be avoided under section 363(n) or any other provision of the Bankruptcy Code, or otherwise, and (c) shall be available to the Debtors for working capital purposes and expenses of administration in these chapter 11 cases.

38. Nothing contained in any plan of reorganization or liquidation or order of any type or kind entered in (a) these chapter 11 cases, (b) any subsequent chapter 7 case into which any such chapter 11 case may be converted, or (c) any related proceeding subsequent to entry of this Sale Order, shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Sale Order.

39. The terms and provisions of the Purchase Agreement, Accommodation Agreement, and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors and their estates, the Buyer and its affiliates, and each of their respective successors and assigns, and shall be binding in all respects upon any affected third parties including, but not limited to, all persons asserting any claims or interests in the Purchased Assets, notwithstanding any subsequent appointment of any trustee(s) or similar party under any chapter of the Bankruptcy Code, as to which trustee(s) or similar party such terms and provisions likewise shall be binding.

40. The failure to include any particular provision of the Purchase Agreement or Accommodation Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement and Accommodation Agreement be authorized and approved in their entirety. Likewise, all of the provisions of this Sale Order are nonseverable and mutually dependent.

41. The Purchase Agreement, Accommodation Agreement, and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

42. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Sale Order and the Accommodation Agreement in accordance with the Sale Motion.

43. The automatic stay of 11 U.S.C. § 362 is hereby modified to allow the Closing and implementation of the agreements contained in the Purchase Agreement and the Accommodation Agreement.

44. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective immediately upon entry and the Debtors and the Buyer are authorized to transfer the Purchased Assets immediately upon entry of this Order.

45. To the extent there are any inconsistencies between the terms of this Order and the Purchase Agreement or Accommodation Agreement (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

Dated: _____, 2009
Wilmington, Delaware

Christopher S. Sontchi
United States Bankruptcy Judge

EXHIBIT K

Exhibit K

Wind-Down Costs

	Amount (000)
Employee Severance/Related Costs	$ 2,530
Facility Costs	-
Bank Build	-
Total Wind Down Cost Amount	$ 2,530 a/

a/ Transition Services and associated additional costs are addressed in the Transitional Services Agreement.

Wind Down Cost Assumptions

Overview

- The Canton, Smyrna, Lavergne, and Tuscaloosa facilities are leased, licensed or otherwise transferred or assigned to Buyer by November 30, 2009
- Nissan VDSO Interiors volume is transferred to Nissan control along with the transaction
- Nissan volume at VDSO-Electronics, VDSO-Climate is not transferred
- Nissan sales from Climate and Electronics product groups (including sales from CarPlastic, Altec, & Coclisa) are not resourced

Severance Calculations

- Nissan will pay, as part of the Wind Down Cost Amount, to compensate Visteon for employee severance and related costs of Visteon employees whose employment is primarily related to the Business, but who do not receive employment offers from Nissan (either directly or through a third party) on terms and conditions substantially similar to those terms and conditions in effect immediately prior to the Closing. This portion of the Wind Down Cost Amount is based on the assumptions listed herein and any incremental costs resulting form changes or non-adherence to these assumptions by Nissan will be paid by Nissan
- Nissan will hire (directly or through a third party) all Visteon employees located at the Canton, Smyrna, Lavergne, and Tuscaloosa facilities. The employees will be offered wages and benefits that are substantially similar to the compensation they presently receive from Visteon, such that under the Visteon severance program, Visteon will not be obligated to pay severance to these employees
- Nissan will hire (directly or through a third party) certain Nissan-selected Visteon engineers and administrative personnel (located outside of the facilities). These employees will be offered by Nissan (directly or indirectly through a third party) wages and benefits that are substantially similar to the compensation they presently receive from Visteon, such that Visteon will not be obligated to pay severance (with it being understood that to the extent these employees are not offered substantially similar wages and benefits, or if the term of employment is to be less than 12 months, then Visteon will pay severance to such employees, and to the extent such severance payments, together with the other severance payments referred to in the Severance Calculations portion of this Exhibit, exceed $2,530,000, Nissan shall pay such excess to Visteon.
- For Interiors product group engineers and administrative personnel employed by Visteon whose employment is primarily related to the Business that are not offered employment by Nissan with wages and benefits substantially similar to their present compensation, Visteon will pay employee severance amounts under the Visteon severance program, and to the extent such severance payments, together with the other severance payments referred to in the Severance Calculations portion of this Exhibit, exceed $2,530,000, Nissan shall pay such excess to Visteon.

- Severance calculations are based on Visteon policies, which have been approved by the bankruptcy court in the Severance Order

- Nissan will provide adequate notice in satisfaction of all WARN obligations (or payments in lieu of notice), thus incurring no notice penalties to Visteon

Facility Costs

- Assumes no facilities costs are incurred by Visteon following the sale transaction with Nissan

- Assumes no site clean-up or costs to bring facilities back to conditions for vacating per the leases

- Assumes that Nissan assumes all the leases of the facilities together with all liabilities thereunder[1].

Inventory Bank Parts

- Assumes that Nissan does not require an inventory part bank build

[1] Current assumptions are not consistent with Nissan direction regarding LaVergne lease (and possibly Tuscaloosa lease). Facility Cost component of Wind Down Cost Amount and assumptions to be revised to reflect such direction.

ASSET PURCHASE AGREEMENT SCHEDULES

These schedules are being delivered in connection with that certain Asset Purchase Agreement (the "Agreement"), dated as of October 23, 2009, by and between VISTEON CORPORATION, a Delaware corporation ("Visteon"), GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC, a Mississippi limited liability company ("GCMS"), GCM-VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC, a Mississippi limited liability company ("GCML"), MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC, a Tennessee limited liability company ("MIG"), VC REGIONAL ASSEMBLY & MANUFACTURING, LLC, a Delaware limited liability company ("VCRAM," and together with Visteon, GCMS, GCML, and MIG, "Seller"), HARU HOLDINGS, LLC, a Delaware limited liability company ("Buyer"), and NISSAN NORTH AMERICA, INC., a California corporation ("Nissan"), for the purposes set forth therein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

These Schedules are qualified in their entirety by reference to specific provisions of the Agreement and are not intended to constitute, and shall not be construed as constituting, representations or warranties of Seller, except as and to the extent provided in the Agreement. The disclosure or inclusion of information herein shall not be deemed as an acknowledgement or admission that any such matter or item is material for purposes of the representations, warranties or covenants set forth in the Agreement, is otherwise material to Seller, is or is not in the "ordinary course of business," or that the subject matter of such disclosure may have a Material Adverse Effect on the Assets. No presumptions against Seller shall be created by virtue of any disclosure of any matter herein that is not expressly required to be disclosed under the Agreement. In particular, no disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission that any such breach or violation exists or has actually occurred.

Headings have been inserted herein 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 Schedule or incorporated in any section of the Agreement shall be considered to have been set forth in each other Schedule to the extent the relevance of such information is reasonably apparent on the face of such Schedule and shall be deemed to modify the representations and warranties in the Agreement whether or not such representations and warranties refer to such Schedule

SCHEDULE 1.1(A)

ASSETS

Redacted.

SCHEDULE 1.1(D)

OFF-SITE TOOLING

Redacted.

SCHEDULE 1.1(G-1)

SCHEDULED CONTRACTS

None.

SCHEDULE 1.1(G-2)

VISTEON DIRECT SOURCE PARTS

Redacted.

SCHEDULE 1.2

EXCLUDED ASSETS

All cash, deposits, prepaids, refunds and rebates relating to pre-Closing periods (including for Taxes).

All income Tax Returns of Seller and related materials.

All assets with respect to any Taxes due and payable or accrued prior to the Closing Date and paid by Seller or any of its Affiliates, whether or not relating to the Business.

All design and development primarily related to new vehicle programs, including successor or follow on vehicle programs to the vehicle programs for which Finished Component Parts are supplied by the Business prior to the Closing Date.

All accounts receivable other than the Nissan Receivables.

All assets relating to any Seller employee benefit plan.

All Offsite Tooling located at a site owned, leased or operated by a Seller or any Affiliate of a Seller other than the facilities that comprise the Business.

All commercially available off the shelf software.

All contracts, commitments and purchase orders relating to the Visteon direct source parts other than those set forth on Schedule 1.1(g-2), including those attached hereto.

Exhibit H to the Agreement is herein incorporated by reference.

Table 1.2

CMIR	Nissan Supplier Code	Material	Material Description	Component Description	Vendor	Vendor Description	Contract	Program	Prod Grp
14017 EA000	1003422	1004749	Supt-int Manif	VP4ASU9438BA EIBRACKET-MANIFOLD	100576	MILAN METAL SYSTEMS LLC	5500025015	AIS	AIS
16554 EA000	1003410	1006548	DUCT ASSY-AIR,DUST S	VP4ASU9F765BB EITUBASY-ENGAIR	100144	TOLEDO MOLD & DIE	5500033020	AIS	AIS
16578 EA000	1003421	1004750	AIR DUCT ASSEMBLY	VP4ASU9R504DA EITUB-ASYCARBA/CLNR	101390	CADILLAC RUBBER AND PLASTICS DE MEX	5500035333	AIS	AIS
28208 9N11A	1003438	1039154	ANT ASSY-SAT	VP8ASF18828BA ANTENNA ASSY - SAT	100799	MITSUMI ELECTRONICS CORPORATION	5500032015	MVL	ELEC
28208 9N30A	1003438	1039153	ANT ASSY-SAT	VP8ASF18828AA ANTENNA ASSY - SAT	100799	MITSUMI ELECTRONICS CORPORATION	5500032014	MVL	ELEC
28212 JA010	1003439	1028923	Ant Assy-Tel	VP7ASF19C037LA ANTBLUETOOTH	100822	RECEPTEC CORP DBA LAIRD TECHNOLOGIE	5500025141	MVL	ELEC
28383 JJ50A	1003436	1049431	POWER CONT UNI	VP9ASF14B409CA PWRCONTUNITTELNAM	101428	HOLLINGSWORTH HLM	5500043177	MVL	ELEC
28383 JJ80A	1003436	1048526	POWER CONT UNI	VP9ASF14B409BA_CONTUNITTELGOM	101428	HOLLINGSWORTH HLM	5500043124	MVL	ELEC
28383 JJ80A	1003436	1048526	POWER CONT UNI	VP9ASF14B409BA_CONTUNITTELGOM	101428	HOLLINGSWORTH HLM	5500043124	MVL	ELEC
28388 1EA1A	1003436	1049428	CONT ASSY-POWE	VP9ASF14B409EA CONTUNITTELNAM	101428	HOLLINGSWORTH HLM	5500043178	MVL	ELEC
283A9 JB50B	1003436	1046391	POWERCONTASSY-	VP8ASF14B409AD Power Cont. Assy	101428	HOLLINGSWORTH HLM	5500038602	MVL	ELEC
283A9 JB52D	1003436	1046392	POWER CONT ASS	VP8ASF14B409GA Power Cont. Assy	101428	HOLLINGSWORTH HLM	5500038601	MVL	ELEC
28208 CF40B	1003438	1015971	ANT ASSY SAT XM	VP6NAF18828AA ANTASYROOF	100799	MITSUMI ELECTRONICS CORPORATION	5500025238	SDARS	ELEC
28212 EM31A	1003439	1024431	Ant Assy-Tel	VP7ASF19C037JA_ANTASSY TEL	100822	RECEPTEC CORP DBA LAIRD TECHNOLOGIE	5500019123	SDARS	ELEC
28388 ZZ70A	1003436	1049429	CONT ASSY-POWE	VP9ASF14B409HA CONTUNITTELNAM	101428	HOLLINGSWORTH HLM	5500043139	ZW	ELEC
27830 ZL00A	1003427	1042411	DUCT-FLOOR,FR	ZL00A27830R0NAA DUCT - FLOOR FR 1ST	100574	TOLEDO MOLDING & DIE	5500036778	sqQW	HVAC
27832 EA000	1003427	1006240	DUCT-FLOOR,FR RH	5NEX18C464AD DUCTFLOORFRRH	100005	ABC TECHNOLOGIES, INC..	5500025079	sqQW	HVAC
27833 EA000	1003427	1006241	DUCT-FLOOR,FR LH	5NEX18C464BD DUCTFLOORFRLH	100005	ABC TECHNOLOGIES, INC..	5500025082	sqQW	HVAC
27834 EA000	1003427	1012016	DUCT-FLR, FR 1ST,LH	VP5NEX018B76AC DUCTFLOORFR1STLH	100005	ABC TECHNOLOGIES, INC..	5500025127	sqQW	HVAC
27835 EA000	1003427	1007715	DUCT-FLR, FR 1ST,RH	5NEX018B76BE DUCTFLOORFR1STRH	100005	ABC TECHNOLOGIES, INC..	5500025114	sqQW	HVAC
27810 ZM70B	1003425	1016785	NOZZLE-SIDE DEF,FR D	VP7NAH19E630BA DUCTSIDEDEFDRINLET	100574	TOLEDO MOLDING & DIE	5500025085	UL	HVAC
27830 5Z000	1003425	1032703	DUCT-FLOOR,FR	VP7NAH18C464AA DUCTFLOORFRONT	100574	TOLEDO MOLDING & DIE	5500028751	UL	HVAC
27836 ZM70A	1003425	1022402	DUCT-FOOT,CTR	VP7NAH18D404AB DUCTFLOORCTR	100574	TOLEDO MOLDING & DIE	5500025373	UL	HVAC

CMIR	Nissan Supplier Code	Material	Material Description	Component Description	Vendor	Vendor Description	Contract	Program	Prod Grp
27836 ZM70B	1003425	1016791	DUCT-FOOT CTR B	VP7NAH18D404BA DUCTFLOORDRLWR	100574	TOLEDO MOLDING & DIE	5500025087	UL	HVAC
27836 ZM70C	1003425	1026932	DUCT-FOOT CTR C	VP7NAH18D404CB DUCTFLOORDRUPR	100574	TOLEDO MOLDING & DIE	5500025041	UL	HVAC
27850 ZM70A	1003425	1016793	DUCT-HEATER,FR RH	VP7NAH18C433AA DUCTHEATERFR	100574	TOLEDO MOLDING & DIE	5500025090	UL	HVAC
27952 5Z000	1003425	1000332	Duct-RR Heater, Outlet	4NAH19900AB DUCTRRHEATEROUTLET	100574	TOLEDO MOLDING & DIE	5500025000	UL	HVAC
27980 5Z000	1003425	1001499	Duct - Upr Vent, RR A	4NAH19C892AC DUCTUPRVENTRR	100574	TOLEDO MOLDING & DIE	5500025012	UL	HVAC
92590 EA000	1003429	1003876	HOSE ASSY-DRAIN	5NEH19728AA HOSACEVPDRN	100022	COLONIAL DIVERSIFIED	5500025043	sqQW	HVAC
92590 ZQ01A	1003429	1045600	HOSE ASSY-DRAI	VP9ASH19728AA HoseDrainX61AFront	100022	COLONIAL DIVERSIFIED	5500037868	ZW	HVAC

SCHEDULE 3.2(B)

GOVERNMENT CONSENTS

None.

SCHEDULE 3.2(C)

NONCONTRAVENTION OF SCHEDULED CONTRACTS

None.

SCHEDULE 3.4

POST-BALANCE SHEET RESULTS

Redacted.

SCHEDULE 3.5

REGULATORY COMPLIANCE

Redacted.

SCHEDULE 3.7

TITLE

None.

SCHEDULE 3.8(A)

EMPLOYEE BENEFITS PLANS

Redacted.

SCHEDULE 3.8(B)

EMPLOYEE BENEFITS PLANS

Redacted.

SCHEDULE 3.8(C)

EMPLOYEE BENEFITS PLANS

Redacted.

SCHEDULE 3.9

LITIGATION OR PROCEEDINGS

Redacted.

SCHEDULE 3.12

EMPLOYEE RELATIONS

Redacted.

SCHEDULE 3.13

AGREEMENTS AND COMMITMENTS

Redacted.

SCHEDULE 3.14

INSURANCE

Redacted.

SCHEDULE 3.16

NOTICE OF BANKRUPTCY

See attached.

SCHEDULE 3.18(A)

INTELLECTUAL PROPERTY

Redacted.

SCHEDULE 3.18(C)

INTELLECTUAL PROPERTY - ENCUMBRANCES

Redacted.

SCHEDULE 3.19(A)

LEASED REAL PROPERTY

1. The LaVergene Lease.

2. The Tuscalooa Lease.

3. The Canton Lease.

4. That certain sublease by and between Visteon and VCRAM, together as sublessor, and MIG, as sublessee, for the premises located at Nashville/I-24 Distribution Center #2, 501 Mason Road, Suite 280, LaVergne, Tennessee.

5. Seller conducts operations in connection with the Business at a facility located at 983 Nissan Drive, Smyrna, Tennessee 37167. Seller has not entered into a lease in conjunction with its use of this property.

SCHEDULE 3.19(B)

LEASEHOLD IMPROVEMENTS

All buildings, structures, improvements and fixtures located on the Canton Property.

SCHEDULE 5.3(C)

ENCUMBRANCES

None.

SCHEDULE 5.5

ADDITIONAL FINANCIAL INFORMATION

1. Monthly income statements for each facility comprising the Business.

2. Monthly balance sheets as of the end of the month for each facility comprising the Business.

3. The most recent full year income statement forecast for each facility comprising the Business, if developed, between the signing of the Agreement and the Closing Date.

SCHEDULE 5.7

REMOVAL OF EXCLUDED ASSETS

None.

SCHEDULE 5.8

EMPLOYMENT OFFERS

[Buyer to provide]

SCHEDULE 7.3(A)

GOVERNMENTAL APPROVALS

None.

SCHEDULE 7.3(B)

CONSENTS

None.

SCHEDULE 9.14(B)

NON-INTERIOR PARTS

Redacted.

EXHIBIT C

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
VISTEON CORPORATION, et al.,[1]	)	Case No. 09-11786 (CSS)
	)	Jointly Administered
Debtors.	)	

DECLARATION OF WILLIAM G. QUIGLEY, III, CHIEF FINANCIAL OFFICER AND EXECUTIVE VICE PRESIDENT OF VISTEON CORPORATION, IN SUPPORT OF THE DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING (A) AN ASSET PURCHASE AGREEMENT FOR THE SALE OF CERTAIN ASSETS TO HARU HOLDINGS, LLC FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES; (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; (II) AUTHORIZING THE DEBTORS TO ENTER INTO AND IMPLEMENT AN ACCOMMODATION AGREEMENT AND RELATED AGREEMENTS; AND (III) GRANTING RELATED RELIEF

1. My name is William G. Quigley, III. I am the Chief Financial Officer and Executive Vice President of Visteon Corporation, a corporation organized under the laws of the state of Delaware and one of the debtors and debtors in possession (collectively, "Visteon" or the

[1] 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.

"Debtors") in the above-captioned chapter 11 cases.[2] In this capacity, I am intimately familiar with Visteon's day-to-day operations, business, financial affairs, and customer relationships.

2. I submit this declaration in support of the *Debtors' Motion for Entry of an Order (I) Approving (A) An Asset Purchase Agreement for the Sale of Certain Assets to Haru Holdings, LLC Free and Clear of Liens, Claims, and Encumbrances,; (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; (II) Authorizing the Debtors to Enter Into and Implement An Accommodation Agreement and Related Agreements; and (III) Granting Related Relief* (the "Sale Motion"), contemporaneously filed herewith.[3] If I were called upon to testify, I could and would testify competently to the facts set forth in the Sale Motion. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge of Visteon's operations and finances, information learned from my review of relevant documents, and information I have received from other members of management or the Debtors' advisors. I submit this declaration under penalty of perjury pursuant to 28 U.S.C. § 1746.

3. It is my understanding that pursuant to the Sale Motion, the Debtors seek authorization to sell the Debtors' automobile cockpit module, front end module, and interior manufacturing and assembly businesses located at four plants in the following locations: LaVergne, Tennessee (the "LaVergne Plant"), Smyrna, Tennessee (the "Smyrna Plant"), Tuscaloosa, Alabama (the "Tuscaloosa Plant"), and Canton, Mississippi (the "Canton Plant," and

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2 I also serve as Vice President of each of the other Debtors in these chapter 11 cases, with the exception of Visteon Global Treasury, Inc. Additionally, I serve as Director and Trustee of The Visteon Fund, and I serve as Chief Financial Officer and Vice President of Visteon International Holdings, Inc.

3 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion.

together with the LaVergne Plant, Smyrna Plant, and Tuscaloosa Plant, the "Production Facilities"), as well as certain direct-shipment sourcing arrangements with suppliers and customers, related supply contracts, inventory, plant, equipment, and intellectual property (with the Production Facilities, the "Module and Interior Business" and the Module and Interior Business along with certain other assets, the "Purchased Assets") free and clear of all liens, claims, encumbrances, and other interests to Haru Holdings, LLC (the "Buyer"), pursuant to that certain purchase agreement (the "Purchase Agreement"), dated October 23, 2009, a copy of which is attached to the Sale Motion as Exhibit B and incorporated by reference herein. The Debtors also seek authorization to assume and assign certain executory contracts and unexpired leases which may be identified in a schedule to the Purchase Agreement (the "Scheduled Contracts") or as may be potentially designated for assumption and assignment (the "Held Contracts," and together with the Scheduled Contracts, the "Assumed Contracts") and approval of procedures for designating the Assumed Contracts, providing notice, and determining cure amounts related to the Assumed Contracts. Lastly, the Debtors seek authorization to enter into and implement an accommodation agreement with Nissan North America, Inc. ("Nissan") related to the sale of the Purchased Assets (the "Accommodation Agreement"), and certain related agreements, copies of which are attached to the Sale Motion as Exhibits D, E, and F.

A. Description of the Purchase Assets

4. The Production Facilities manufacture and assemble component parts related solely to Nissan's North American vehicle business. The Production Facilities serve different roles, but all provide support for different aspects of Nissan's Tier 1 production requirements. For example, the LaVergne Plant, located just outside the Smyrna Plant (which is itself embedded within a Nissan facility), operates primarily as a light assembly and component sequencing plant, receiving parts and supplies from various sub-suppliers, assembling or

otherwise altering these parts and supplies, and then delivering these component parts to the Smyrna Plant. These component parts are further assembled and sequenced at the Smyrna Plant, and then delivered directly to the production line at the connected Nissan facility for final assembly. Like the LaVergne and Smyrna Plants, the Canton Plant (which is also embedded within a Nissan facility) functions primarily as an assembly plant with component parts delivered to it from various suppliers, including certain of the Debtors' non-debtor subsidiaries. Comparatively, the Tuscaloosa Plant operates primarily as a manufacturing plant that molds instrument panels. These instrument panels are then modified, sequenced, and then shipped to other Nissan facilities for further assembly.

B. The Interrelatedness of the Module and Interior Business, Nissan, and Certain Non-debtor Visteon Facilities.

5. In my opinion, the Module and Interior Business and Nissan are highly interdependent, which accounts for the structure of the proposed transactions and the relief requested by the Debtors. As noted above, two of the Production Facilities are located physically on Nissan property, and the LaVergne Plant is located just outside a Nissan facility. Nissan is the Module and Interior Business' sole customer, and Visteon has designed and tooled the Production Facilities so that those facilities' products (e.g., the cockpit modules, front end modules, and interior components) conform to the stringent specifications and requirements mandated by Nissan's vehicle programs. To meet these specifications and requirements, the Production Facilities' products go through a lengthy engineering development and testing process. In addition, not only must the Production Facilities meet certain quality thresholds set by Nissan, but the Production Facilities must also meet certain Nissan-mandated delivery requirements to ensure that Nissan's "just in time" manufacturing process—a process common to the entire automobile industry—is not interrupted. The Module and Interior Business has taken

an "all in" approach to supporting its relationship with Nissan, and accordingly relies on Nissan to purchase its products because it likely cannot supply the specially-designed Nissan products to a different OEM or other customers.

6. As is common in the automotive industry, Nissan has the right to resource business at any time. But, just as the Module and Interior Business relies on Nissan to purchase its products, Nissan relies on the Module and Interior Business to produce the specially-designed products so that it can meet its own quality and specification benchmarks. Thus, in my opinion, it is difficult for Nissan to source its parts from another supplier for the products manufactured and assembled by the Module and Interior Business, without incurring substantial cost, wasting enormous resources, and delaying production.

7. Not only are the Production Facilities themselves interrelated and intimately connected to Nissan—the LaVergne Plant supplies parts directly to the Smyrna Plant and the other Production Facilities supply parts directly to Nissan—the Production Facilities have direct relationships with certain non-debtor Visteon subsidiary facilities. These Visteon facilities are value-generating businesses because they sit at a stage of assembly where they can take advantage of better margin opportunities and are less vulnerable to unexpected and precipitous declines in volume. I accordingly believe that supporting Visteon's non-debtor facilities helps to effectuate the Debtors' strategic business plan and, in effect, maximizes the Debtors' global enterprise value.

C. Factors Leading to the Sale of the Purchased Assets

8. It is my understanding that the Module and Interior Business directly depends on the success of Nissan's North American vehicle sales. As with other OEMs, over the past few years, the volume of Nissan North American sales, in particular truck and SUV sales, has declined at a rate that has outpaced the overall decline in North American vehicle production.

Thus, as Nissan's business has experienced a meaningful decline in sales, Visteon's earnings have declined as well. Indeed, our management team and the Debtors' financial advisors project that sales volumes at the Production Facilities will drop 46% in fiscal year 2009 versus fiscal year 2008. This drop in volume has caused the Module and Interior Business to become severely cash flow negative. In addition, originally forecasting larger volumes of sales over the course of the next few years, Visteon made a substantial financial investment at the outset of these programs in the Module and Interior Business to meet expected increased demand, with such investment to be recouped over time. However, as the sales volume dropped, the Module and Interior Business became over-capacitized and the business model became misaligned. Indeed, projected 2009 volume of $191 million in sales at the Production Facilities generate a $2 million plant level loss. Accounting for allocations of corporate overhead significantly increases the losses incurred by the Module and Interior Business. As a result of this decrease in sales and lack of profitability, it is my understanding that Visteon began to evaluate whether it could continue to support the Module and Interior Business. For the reasons described above, it is my understanding that Nissan had obvious concerns about ensuring the continued viability of the Module and Interior Business.

9. As part of these chapter 11 cases, the Debtors, in consultation with their financial advisors, undertook a comprehensive strategic review of their operational restructuring strategy, including an evaluation of the profitability and performance of their operating subsidiaries and business divisions. As part of this strategic review, the Debtors categorized their operations into core and non-core business operations, profitable (or likely profitable), and unprofitable businesses. The Debtors determined that the Module and Interior Business is a non-core, unprofitable operation and should be divested. The decision to divest, however, was complicated by the fact that the Module and Interior Business lies in the middle of a complex and

interdependent manufacturing network involving numerous parties necessary to the Debtors' restructuring plan.

D. The Purchase Agreement

10. As more fully described in the Purchase Agreement, and as summarized in the Sale Motion, the Buyer will pay $11,022,550 to the Seller in exchange for the Production Facilities and related equipment (as determined by a third-party appraiser, GoIndustry DoveBid) and will make cash payments totaling $20 million over the course of six installments and on the condition that certain milestones are met. Additionally, the Buyer will pay (a) an amount equal to the orderly liquidation value of the plants and equipment at the Production Facilities; (b) an amount equal to the value of all inventory located at the Production Facilities, consisting of (i) finished goods and replacement component parts at the applicable purchase order price; (ii) partly finished goods and work in process at an adjusted purchase order price; and (iii) raw materials and supplies at the full actual and documented cost to Visteon; and (c) the orderly liquidation value of certain off-site tooling. The Buyer has also agreed to pay (a) all cure costs related to the assumption and assignment of the Assumed Contracts plus contract settlements for downstream supply, subject to an escrow from the Purchase Price; and (b) for certain inventory of the Seller's inventory and transition services. Moreover, the Seller will receive $2,530,000 for the reimbursement of costs associated with the wind down of the Purchased Assets to the Buyer, including certain overhead, severance, and other employee-related costs. The Buyer also has agreed to offer employment to all active employees located at the Production Facilities (collectively, all of the above listed consideration, the "Purchase Price").

11. It is my belief that under these circumstances, the Purchase Price represents a fair and reasonable purchase price of the Purchased Assets. First and foremost, the long term cash flow of the Module and Interior Business is negative when burdened with corporate overhead.

Thus, the business would not produce positive enterprise value for a buyer as a going concern. I believe that, therefore, the only relevant comparison of value to the proposed transaction is a liquidation to a third party. Given that the current market for used automotive machinery and equipment in the United States is highly distressed, the Purchase Price for the Purchased Assets contains a significant premium, in the form of, among other things, the $20 million surcharge payment, reimbursement for wind down costs, and payment for certain inventory and transition services.

12. Moreover, I believe that Nissan effectively has the right to determine the buyer given that the Module and Interior Business depends on Nissan's sourcing and is located on Nissan property. And, in fact, Nissan has indicated that it would not be receptive to another purchaser. Thus, because the Module and Interior Business is designed and tooled specifically to manufacture and assemble component parts that meet the specifications of Nissan's vehicle business (and cannot be retooled without the incurrence of significant costs and production delays), that without Nissan's blessing, the Module and Interior Business is deprived of any ongoing value in the hands of another purchaser. Thus, it is my belief that the Debtors could not expect a better offer from another purchaser, who, without the ability to supply Nissan, could recover value from the Module and Interior Business only by liquidating the assets piecemeal.

13. For the above stated reasons, I also believe that a private sale for the Purchased Assets is entirely appropriate. A private sale avoids the cost and delay associated with conducting a public auction that is unlikely to result in a higher and better offer for the Purchased Assets. Further, Nissan and the Debtors benefit from an intricately connected relationship and any third-party purchaser would have to reach separate agreements with Nissan to sustain ongoing business operations. Because Nissan has indicated that it would not approve of another purchaser, and given that the Module and Interior Business is designed to provide Nissan with

automotive components, a third-party purchaser without the support of Nissan simply could not submit a higher and better offer than that of the Buyer.

14. Thus, it is my belief that through consummation of the Purchase Agreement, the Debtors, among other things, will be able to: (a) maximize the Module and Interior Business' contribution to their estates; (b) obtain necessary liquidity through the plan negotiation and confirmation process; (c) focus on their core business operations; (d) allow their non-debtor climate and electronics facilities to retain the business of supplying the Module and Interior Business with component parts after the transaction is complete; and (e) ensure that Nissan—an important and long-term customer, vital to the Debtors' post-emergence business plan—maintains its continuity of supply. For these reasons, I believe the Debtors should be authorized to enter into and perform under the Purchase Agreement under section 363(b) of the Bankruptcy Code.

15. I believe that the Buyer is a purchaser in good faith, and accordingly entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Purchased Assets. The Purchase Agreement is the product of good faith, arm's-length negotiations between the Debtors and the Buyer. Indeed, the Purchase Agreement was executed after extensive negotiations—which were initiated months previously in connection with Nissan possibly participating in a customer debtor-in-possession financing facility.

16. I believe that one or more of the tests of section 363(f) is satisfied with respect to the sale of the Purchased Assets pursuant to the Purchase Agreement. In particular, at least section 363(f)(2) of the Bankruptcy Code will be satisfied because, to my understanding, the Debtors will request that each of the parties holding liens on the assets related to the Purchase Assets release of all their liens on the Purchased Assets, or, absent any objection to the Sale Motion, be deemed to consent to the sale. Moreover, any holder of liens, claims, or

encumbrances which existed prior to the Closing Date will be adequately protected by having such liens, claims, or encumbrances attach to the proceeds generated from the sale of the Purchased Assets in the same order and priority as existed before the sale, subject to and with the full reservation of all rights by the Debtors and/or the Committee to contest and/or avoid the validity, perfection, priority, extent and enforceability of any such asserted liens, claims, encumbrances, and other interests as transferred and attached to the proceeds. Lastly, the lien claimants can be compelled to accept money satisfaction of their claims in legal or equitable proceeding; e.g., pursuant to the cramdown provision of section 1129(b)(2)(A) of the Bankruptcy Code. Accordingly, I believe that the Purchased Assets should be sold to the Buyer free and clear of all liens, claims, security interests, and encumbrances (with the exception of certain liens identified in the Purchase Agreement).

E. Assumption and Assignment of Certain Executory Contracts and Unexpired Leases

17. I believe the assumption and assignment of the Assumed Contracts is integral to the Purchase Agreement and represents the exercise of sound and prudent business judgment by the Debtors. In accordance with the terms of the Purchase Agreement, all applicable cure amounts in connection with the Assumed Contracts will be paid. Furthermore, the Buyer (or its affiliates) has sufficient assets to continue the performance called for by those agreements.

F. The Accommodation Agreement

18. As a condition to the sale of the Purchased Assets, the parties have agreed to enter into the Accommodation Agreement, attached to the Sale Motion as Exhibit E.[4] It is my

[4] The parties also have agreed to enter into an Access and Security Agreement, attached to the Sale Motion as Exhibit F, and a Transition Services Agreement, attached to the Sale Motion as Exhibit G. All further references to the Accommodation Agreement shall incorporate the Access and Security Agreement, the Transition Services Agreement, and any other ancillary agreements that customarily accompany the execution of accommodation agreements.

understanding that the Accommodation Agreement essentially serves as a backstop to the Purchase Agreement in the event of a default thereunder and assures Nissan certain protections covering supply of ongoing subcomponents after the close of the sale of the Purchased Assets. The Accommodation Agreement provides the Debtors with enhanced liquidity through net 15-day payment terms, limitation of allowed set-offs against accounts payable owing to the Debtors, and payment of 100% of the Debtors' actual and documented costs for raw materials inventory and 100% of the purchase order price for finished goods inventory used to manufacture Nissan's component parts. In connection with an event of default, the Accommodation Agreement provides Nissan with an option to purchase certain equipment and tooling used to produce Nissan component parts for (a) the greater of the appraised liquidation value and net book value of the equipment and tooling or (b) the appraised liquidation value if such equipment and tooling was purchased or acquired by Visteon more than three years prior to the Petition Date. The equipment and tooling subject to the purchase option is customized for Nissan's component parts and thus would be difficult, if not impossible, to sell to a buyer other than Nissan. Nissan needs these materials to ensure a seamless transition of production to another supplier. Thus, while Nissan is not obligated to purchase such equipment and tooling, it is in Nissan's best interest to do so to avoid manufacturing delays and additional costs arising from the procurement of new equipment and tooling.

19. In exchange for these benefits, the Debtors will continue to produce and deliver component parts to Nissan during the term of the Accommodation Agreement, as well as provide assistance to Nissan, if necessary, in resourcing certain lines of production. As part of this resourcing assistance, the Debtors will provide Nissan with certain intellectual property licenses and sublicenses related to resourced Nissan production lines in connection with an event of

default. The Debtors also have agreed to build an inventory bank for Nissan in accordance with the terms described in the Accommodation Agreement.

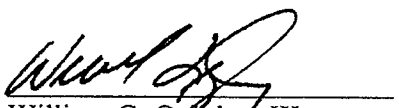
20. I believe that entry into the Accommodation Agreement is in the best interests of the Debtors' stakeholders. The Accommodation Agreement permits the Debtors to execute their business plan and obtain substantial additional liquidity without having to incur debt that would need to be repaid in order to emerge from chapter 11. Indeed, the Accommodation Agreement provides for the potential sale of inventory, equipment, and tooling to Nissan that likely could not be sold to another party given that the materials are customized to exclusively manufacture Nissan component parts.

* * * * * * * * * * * *

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true correct.

Van Buren Township, Michigan

Dated: October 23, 2009

By: 

William G. Quigley, III
Chief Financial Officer and Executive Vice President of Visteon Corporation

EXHIBIT D

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
VISTEON CORPORATION, et al.,[1]	)	Case No. 09-11786 (CSS)
Debtors.	)	Jointly Administered

UNEXPIRED LEASE OR EXECUTORY CONTRACT ASSUMPTION AND CURE NOTICE

PLEASE TAKE NOTICE that, on October 23, 2009, the Debtors filed a *Motion for Entry Of an Order (I) Approving (A) An Asset Purchase Agreement for the Sale of Certain Assets to Haru Holdings, LLC Free and Clear of Liens, Claims, and Encumbrances; (B) The Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; (C) Procedures for Designating Certain Executory Contracts and Unexpired Leases to be Assumed and Assigned and Determining Cure; and (d) Other Related Relief; (II) Authorizing the Debtors to Enter Into and Implement Accommodation Agreement and Related Agreements; and (III) Granting Related Relief* (the "Sale Motion") [Docket No. ___] with the United States Bankruptcy Court for the District of Delaware (the "Court"). On [_____], 2009, the Bankruptcy Court entered an order [Docket No. ___] (the "Sale Order") approving the Sale Motion.

Visteon Corporation and its debtor affiliates GCM-Visteon Automotive Systems, LLC, GCM-Visteon Leasing, LLC, MIG-Visteon Automotive Systems, LLC, and VC Regional Assembly & Manfacturing LLC (collectively, the "Seller") have entered into an asset purchase agreement (the "Purchase Agreement"), which together with certain ancillary documents, contemplates the sale of the Seller's automobile cockpit module, front end module, and interior manufacturing and assembly businesses located at four plants and certain direct-shipment sourcing arrangements with suppliers and customers together with related supply contracts, inventory, equipment, intellectual property, and certain other assets (collectively, the "Purchased Assets") to Haru Holdings, LLC ("Buyer") free and clear of all liens, claims, encumbrances, and other interests pursuant to section 363 of the Bankruptcy Code.

The Purchase Agreement contemplates, and the Sale Order authorizes, the Sellers to assume and assign to the Buyer certain executory contracts and unexpired leases listed on a schedule to the Purchase Agreement ("Scheduled Contracts") as well as designate additional executory contracts and unexpired leases (the "Held Contracts" and together with the Scheduled Contracts, the "Assumed Contracts") to assume and assign to the Buyer up to seventy-five days (75) following the closing date of the sale of the Purchase Assets (the "Contract Designation Deadline"). Specifically, the Sale Order provides for the following cure procedures (the "Cure Procedures"):

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1 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.

(a) Scheduled Contracts: No later than October 30, 2009, the Debtors shall serve the Cure Notice by regular mail on each non-debtor counterparty (a "Contract Counterparty") to a Scheduled Contract, notifying such Contract Counterparty of the Debtors' intent to assume and assign the applicable Scheduled Contract and of the Cure Amount determined by the Debtors to be necessary for such assumption and assignment.

(b) Held Contracts: Prior to the Contract Designation Deadline, the Debtors shall serve this notice (the "Cure Notice") on each Contract Counterparty to a Held Contract, indicating (i) that the notice recipient is a Contract Counterparty to one or more executory contracts or unexpired leases with the Debtors that the Debtors intend to assume and assign to the Buyer and (ii) the Cure Amount for each such Held Contract. At any time prior to the Contract Designation Deadline, the Buyer may, in its sole discretion, exclude any previously designated Assumed Contract, by serving a notice on the Contract Counterparty to such Assumed Contract and the Debtors, indicating, by reasonably specific information, which Assumed Contracts have been excluded, and stating that the Buyer has excluded such Assumed Contracts. Within five (5) business days after the Contract Designation Deadline, the Debtors shall file a final schedule indicating all Assumed Contracts and the Cure Amounts relating to each Assumed Contract and serve such schedule upon the (i) Counter Counterparties to the Assumed Contracts; (ii) the Office of the United States Trustee; (iii) counsel to the ad hoc group of lenders for the Debtors' senior secured term loan facility; (iv) counsel for the administrative agent for the Debtors' senior secured term loan facility; (v) counsel for the administrative agent for the Debtors' revolving senior secured credit facility; (vi) the indenture trustee for each of the Debtors' outstanding unsecured bond issuances; (vii) the Committee; and (viii) those parties requesting notice pursuant to Bankruptcy Rule 2002.

(c) Cure Objections: Any Contract Counterparty seeking to (i) assert a Cure Amount based on defaults, conditions, or pecuniary losses under an Assumed Contract different from that set forth on the applicable Cure Notice, or (ii) object to the potential 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 respecting an Assumed Contract and/or (b) if the objection to the potential assignment of such Assumed Contract is based on adequate assurance issues, what information with respect to the Buyer such Contract Counterparty requires to satisfy its adequate assurance concerns.

(d) Assumed Contract Cure Objection Deadline: To be considered timely with respect to Assumed Contracts, a Cure Objection shall filed with the Court no later than ten (10) calendar days from the date of service of a Cure Notice (the "Assumed Contract Cure Objection Deadline") and served on (i) co-counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attention: Todd M. Schwartz and Erin E. Broderick, 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 Billion and James O'Neill, Telephone: (302) 652-4100, Facsimile: (302) 652-4400; and (iii) counsel to Nissan North America, Inc., Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, Tennessee 37219, Attention: Eric B. Schultenover, Telephone: (615) 850-8703, Facsimile: (615) 244-6804. A hearing regarding a Cure Objection with respect to a Assumed Contract shall be set on the next omnibus hearing that is not less than ten (10) calendar days following the Assumed Contract Cure Objection Deadline. The Debtors and Buyer shall file a response to any Cure Objections no less than two (2) days prior to the applicable omnibus hearing.[2]

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[2] 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.

(e) Failure to File Cure Objection: Unless a Cure Objection is timely filed by the Cure Objection Deadline, the Court shall enter an order authorizing or effecting the assumption and assignment of the applicable Assumed Contract at the next omnibus hearing that is not less than ten (10) calendar days following the Assumed Contract Cure Objection Deadline.

(f) Waiver of Cure Objection: Contract Counterparties that fail to file Cure Objections as provided above shall be deemed to have waived and released any and all cure obligations and shall be forever barred and estopped from asserting or claiming against the Debtors, the Buyer, or any other assignee of the relevant Assumed Contract that any additional amounts are due or defaults exist, or prohibitions or conditions to assignment exist or must be satisfied, under such Assumed Contract for the period prior to the assumption and assignment of such Assumed Contract.

PLEASE TAKE FURTHER NOTICE that the parties listed on Exhibit 1 hereto are hereby designated as Contract Counterparties with corresponding proposed Cure Amounts as set forth on Exhibit 1. As a Contract Counterparty, you must file and serve any objection to the proposed Cure Amount or the assumption and assignment of your contract or lease to the Buyer in accordance with the procedures set forth above. If your objection is timely filed and served, counsel for the Seller will provide notice to you of the date and time for a hearing with respect to your objection.

PLEASE TAKE FURTHER NOTICE that this notice of the Cure Procedures is subject to the full terms and conditions of the Sale Motion and Sale Order, 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 Sale Motion and Sale Order may be obtained by written request made to counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attention: Todd M. Schwartz and Erin E. Broderick, Telephone: (312) 862-2000, Facsimile: (312) 862-2200. The documents may also be viewed by accessing the website of the Debtors' claims agent, Kurtzman Carson Consultants LLC, at http://www.kccllc.net/Visteon.

Dated: October 23, 2009

PACHULSKI STANG ZIEHL & JONES LLP

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Attorneys for the Debtors and Debtors in Possession

EXHIBIT E

ACCOMMODATION AGREEMENT

Visteon Corporation, on behalf of itself and its debtor and non-debtor affiliates and subsidiaries (collectively, "Supplier"), and Nissan North America, Inc. (the "Customer"), enter into this Accommodation Agreement ("Agreement") as of October 22, 2009.

RECITALS

A. Pursuant to that certain Master Purchase Agreement dated October 10, 2001, purchase orders currently issued or issued in the future, and releases thereunder issued by Customer and accepted by the Supplier (collectively, the Master Purchase Agreement, the New Master Purchase Agreement, purchase orders, new purchase orders, and releases thereunder shall be known herein as the "Purchase Orders" or individually, a "Purchase Order"), Supplier currently manufactures and supplies Customer certain component parts and assembled goods (collectively the "Current Component Parts" or individually, a "Current Component Part").

B. On May 28, 2009 (the "Petition Date"), Visteon Corporation and several of its affiliates filed for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware ("Bankruptcy Court") in a case styled In re Visteon Corporation, et al., Case No. 09-11786 (jointly administered) ("Bankruptcy Case").

C. In connection with the Bankruptcy Case, Supplier and Customer wish to enter this Agreement in order to secure the continuity of supply to the Customer and other Supplier accommodations set forth in this Agreement, and to facilitate the acquisition by Customer of certain of Supplier's assets in exchange for cash and the Customer accommodations set forth herein.

D. Visteon Corporation, together with those debtor affiliates of Visteon Corporation named in the APA (as defined below) (collectively, at times "Seller"), Customer and Haru Holdings, LLC, an affiliate of Customer ("Buyer"), have entered into an Asset Purchase Agreement as of the date hereof (the "APA"), under which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase, certain assets related to the operation of the Seller's four plants located in Canton, Mississippi; Smyrna, Tennessee; LaVergne, Tennessee; and Tuscaloosa, Alabama, subject to the terms and conditions set forth in the APA ("Purchased Plants").

E. After completion of the sale transaction under the APA, Customer will takeover production of certain Current Component Parts which Seller currently produces for Customer at the Purchased Plants and direct purchases of pass through VDSO Component Parts ("Assumed Component Parts").

F. It is contemplated that Supplier will (i) continue to sell to Customer certain Current Component Parts under existing Purchase Orders produced at the Purchased Plants prior to the Closing (as defined in the APA), (ii) continue to sell to Customer certain Current Component Parts under existing Purchase Orders produced at the Supplier's plants other than the Purchased Plants except for the Assumed Component Parts (the "Other Component Parts") and (iii) will sell to Customer under a new Master Purchase Agreement (the "New Master Purchase Agreement") and new Purchase Orders substantially in the same form as the existing Master

Purchase Agreement and Purchase Orders component parts which currently are sold to Customer directly or as subcomponents of the Assumed Component Parts (collectively the "New Component Parts" or individually a "New Component Part"). The Current Component Parts and the New Component Parts will collectively be referred to as the "Component Parts" or individually as a "Component Part").

G. Subject to the terms and conditions of this Agreement and in consideration of the assurances, acknowledgments, and agreements made by Supplier under this Agreement, Customer has agreed to provide Supplier certain accommodations as set forth in this Agreement.

THEREFORE, based upon the foregoing recitals, and for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. Effectiveness/Term.

A. Effectiveness. This Agreement is conditioned upon approval by the Bankruptcy Court in the Bankruptcy Case of this Agreement, the APA and the Access and Security Agreement. This Agreement will become effective (the "Effective Date") only upon the timely satisfaction of the following conditions: (a) execution of this Agreement by all parties to this Agreement; (b) execution of the APA by Seller, Customer and Buyer; and (c) entry by the Bankruptcy Court of an order approving this Agreement, the APA and the Access and Security Agreement substantially in the form attached to the APA as Exhibit J thereto. Supplier will file motions, in form and substance acceptable to Customer seeking approval of this Agreement, the APA and the Access and Security Agreement on or prior to October 23, 2009 and will prosecute such motions in good faith.

B. Term. The term ("Term") of this Agreement shall be the period from the Effective Date through the earlier of (i) six months from the effective date of Supplier's confirmed plan of reorganization; or (ii) if the transactions contemplated in the APA do not close and the APA is terminated, January 31, 2010. If the term of this agreement ends in accordance with clause (ii) above, the Customer and Supplier will negotiate in good faith to reach an agreement on a replacement transaction that results in the same economic impact to both parties as provided for in the APA, including a credit to Customer for the ten million dollar non-refundable deposit paid under Section 1.5(b)(1) of the APA (to the extent actually paid by Customer or Buyer prior to such termination) applied towards the future purchase price under a new APA.

2. Customer's Accommodations.

A. Payment Terms. Beginning on the Effective Date and continuing until expiration of the Term, Customer will pay Supplier for all Component Part shipments made by Supplier to Customer on net fifteen (15) days from the date of receipt or the equivalent (i.e. Customer will pay for invoices on the 10th , 20th and 30th of each month so that each payment will average 15 days of invoices).

B. Limitation of Setoff Against Accounts Payable.

Except for "Allowed Setoffs" and "Material Setoffs," Customer and Buyer agree that they will not: (i) exercise any of their respective rights of setoff, recoupment or deduction against any of their respective accounts payable from the Effective Date through the expiration of the Term; and (ii) exercise any right of setoff with respect to amounts that may be owed by Seller to Customer or Buyer under the APA other than as expressly permitted under the APA, and then only against any such amounts that are owed by Customer or Buyer under the APA, and in no event against any other accounts payable or other liabilities or obligations of Customer, Buyer or any of their Affiliates to Supplier or (iii) exercise any of their respective rights of setoff, recoupment (other than with respect to amounts that are owed by Customer or Buyer to Supplier under the APA) against any amount owed by Seller to Customer or Buyer under the APA. Moreover, Allowed Setoffs may not exceed 5% of the face amount of any valid and bona fide invoices or group of valid and bona fide invoices comprising a payment to the Supplier ("5% Cap"). In the event Customer is unable to take the full amount of its Allowed Setoffs against any payment, the remainder of the Allowed Setoffs may be taken against subsequent payments of accounts payable, provided that at no time during the term of this provision shall the Allowed Setoffs exceed the 5% Cap. Allowed Setoffs shall not include and shall not be applied against or otherwise exercised with respect to, the Option Price payments, payments for Unpaid Tooling, Supplier Owned Tooling, Inventory purchases (including but not limited to Incremental Bank Costs), or any other payments required by this Agreement other than for the invoice price for the Component Parts.

The term "Allowed Setoffs" means (i) valid setoffs, recoupments or deductions for defective or non-conforming parts, quality problems, unordered or unreleased parts returned to the Supplier, short shipments, mis-shipments, premium freight charges, improper invoices, mispricing, duplicate payments, or billing errors (but, for the avoidance of doubt, do not include any warranty or product liability claims that are released by Customer under this Agreement, the APA or the Nissan Release (as defined in the APA)); (ii) setoffs allowed pursuant to the APA; and (iii) reasonable out-of-pocket professional fees incurred by the Customer directly in connection with the Bankruptcy Case, but excluding professional fees incurred by Customer in commercial transactions with Supplier in the ordinary course of business. For the avoidance of doubt, fees and costs incurred in the negotiation, documentation and approval of this Agreement, the APA and any related agreements will be considered an Allowed Setoff. Customer will provide Supplier with information regarding any setoffs in a manner sufficient to identify the type and amount of the Allowed Setoff being taken. Customer will also provide Supplier with a reasonably detailed summary of professional fees for which the setoff is asserted relating to an Allowed Setoff for professional fees at least five (5) business days prior to taking the Allowed Setoff. The professional fee summary (i) will not contain information that would cause a violation of attorney client privilege and/or work product privileges, and (ii) the reasonably detailed summary will include only general descriptions of work performed (e.g., conference call with Supplier) as opposed to the substance of the work performed or issues discussed. Customer agrees to expedite the resolution of all disputed setoffs, recoupments, and deductions. To the extent necessary, the Supplier will obtain a lifting of the automatic stay by the Bankruptcy Court in the Order approving this Agreement and the APA to allow Customer to make these setoffs, recoupments, and adjustments.

The term "Material Setoffs" means (i) materials, components or services purchased by Customer from persons other than Supplier, or supplied by Customer to Supplier (solely as necessary to avoid an interruption in Customer's production), to be used in connection with the production of Component Parts by Supplier for Customer, (ii) bona fide invoices for tooling which Customer must pay to a third party to obtain tooling when Customer has already paid Supplier for the same tooling amount or (iii) direct payment(s) to material and service vendors by Customer for the purchase of materials, components or services used by Supplier in connection with the production of Component Parts by Supplier for Customer (solely as necessary to avoid an interruption in Customer's production) which would have been purchased by Supplier but for the vendors' refusal to sell to Supplier and, in the case of both (i) and (ii) above, for which Customer has provided Supplier at least two (2) business days' prior written notice of the materials and the amount to be paid to vendors or purchased by Supplier from Customer, as applicable; provided, however, if Supplier objects to Customer's purchase or payment pursuant to (i) or (ii) above within such notice period and provides Customer with an alternate strategy that ensures Customer's production will not be interrupted, and which is otherwise reasonably acceptable to Customer, Customer shall refrain from making such purchase or payment in order to allow Supplier the opportunity to employ such alternate strategy.

Except as specifically provided in this Agreement and the APA, including the release provided by Customer to Supplier hereunder, or in the APA or the Nissan Release (as defined in the APA), Customer expressly reserves and does not waive any rights, claims, and interests it may have against the Supplier, including setoffs, recoupment, or adjustments asserted for defensive purposes in respect of any claims of any nature that may be asserted against that Customer by the Supplier or any third party. Additionally, Customer's affiliates will not setoff, recoup, or deduct any amount Customer may owe Supplier from any amount that they may owe Supplier and/or its affiliates.

C. Inventory Purchase Agreement.

(i) Except as otherwise provided in the APA, on the Inventory Purchase Trigger Date (defined below), Supplier will become obligated to sell, and Customer will become obligated to purchase and pay in cash for all of Supplier's "useable" and "merchantable" raw materials (including purchased components) and finished goods inventory related to current production and service Component Parts (collectively, the "Customer Inventory") for which Customer has Unsatisfied Releases (defined below). For the avoidance of doubt, Customer has no obligation to purchase work-in-process, unfinished goods inventory, or raw materials incorporated into unfinished goods, except as provided in subsection (iv) below with respect to the conversion of work-in-process into finished goods inventory.

(ii) The term "merchantable" means merchantable as that term is defined in U.C.C. §2-314 and in material conformance with all applicable Purchase Order specifications for the Component Part. The term "usable" means all Customer Inventory that is not

obsolete, as reasonably determined in accordance with applicable industry standards for the specific Customer Inventory, and that is reasonably useable in production of Component Parts for which Customer has or will have Unsatisfied Releases (defined below) to Supplier on the Inventory Purchase Trigger Date. The determination of whether Customer Inventory is "useable" and "merchantable" will be made as provided in (iv) below. The term "Unsatisfied Releases" means the quantity of Component Parts provided in the releases, fabrication, raw material, or similar authorizations issued by Customer and in effect on the Inventory Purchase Trigger Date, minus the quantities of Component Parts shipped by Supplier after receipt of such releases and authorizations; provided, however, that such amounts shall not be less than sixty (60) days average production run rate. The term "Inventory Purchase Trigger Date" applies on a facility-by-facility basis and means the date for any Visteon facility of the earliest to occur of (a) Customer's resourcing of Component Parts from a Supplier facility, as permitted by this Agreement, except to the extent the resourcing is occurring as part of the sale transaction under the APA, or (b) Customer's exercise of its right of access pursuant to the Access and Security Agreement at a given Visteon facility.

(iii) The price for Customer Inventory to be purchased under this Agreement (the "Purchase Price") will be for cash calculated as follows:

(a) for raw materials purchased after the Petition Date - 100% of the Supplier's actual cost of the raw materials based on Supplier's actual invoice.

(b) for finished Component Parts - 100% of the existing Purchase Order price for the Component Part.

(iv) All prices are F.O.B. Supplier's dock. Customer shall pay the Purchase Price for the Customer Inventory at the time the Customer Inventory is delivered by Supplier FOB Supplier's dock free and clear of all liens, claims and other encumbrances and prior to Customer taking possession of any Customer Inventory. Customer will work in good faith with Supplier to minimize the amount of raw materials or work-in-process inventory at Supplier's facilities on the Inventory Purchase Trigger Date. In addition, to the extent that Supplier is able to convert work-in-process existing as of the Inventory Purchase Trigger Date into finished goods inventory within ten (10) business days after the Inventory Purchase Trigger Date, Customer will purchase such finished goods inventory pursuant to the terms of this Section. Supplier

will complete and provide to Customer a physical inventory listing all Customer Inventory within ten (10) days after the Inventory Purchase Trigger Date ("Purchased Customer Inventory"). Customer shall have at least four (4) business days from the date of receipt of the list of Purchased Customer Inventory to inspect the Purchased Customer Inventory to identify for Supplier any items that Customer deems unusable and un-merchantable, and for which Customer will not pay (the "Non-Purchased Customer Inventory") and provide written notice of the disputed amounts (the "Dispute Notice). Customer will have the right to participate fully in the physical inventory of the Purchased and Non-Purchased Customer Inventory.

If Customer and the Supplier disagree about any items being identified as Non-Purchased Customer Inventory, Supplier and Customer shall seek in good faith to resolve any differences they may have with respect to Non-Purchased Customer Inventory within ten (10) days following the delivery of the Dispute Notice. If the differences cannot be resolved in this ten (10) day period, either the Supplier or Customer may commence an adversary proceeding in the Bankruptcy Court to obtain a decision from the court with regard to the dispute; provided, however, Customer shall not be required to pay for any such disputed Non-Purchased Inventory unless and until such time as the court determines it to be Purchased Inventory.

(v) On the Inventory Trigger Date, Customer shall have the right, but not the obligation, to purchase some or all of Supplier's inventory of service parts which are not purchased as part of the Purchased Customer Inventory. Customer has the right to physically inspect Supplier's inventory of service parts prior to making such election and shall have 5 business days from the completion of Customer's inspection to identify what, if any, service parts inventory Customer will purchase. Service parts inventory will be sold at the existing Purchase Order price.

(vi) In the event of the purchase of Customer Inventory pursuant to this Section, Supplier will use commercially reasonable efforts to cooperate with Customer or its agent in its taking possession of purchased Customer Inventory in a timely manner.

D. Resourcing Limitation.

(i) Customer will not resource the production of any Component Parts with the Supplier until a "Permitted Resourcing Event" ("Permitted Resourcing"), which is the earliest to occur: (a) resourcing of the Assumed Component Parts after the Closing (as defined in the

APA) or the Other Component parts to the extent expressly permitted under Section 9.14(a) of the APA but only with respect to the affected Component Parts; (b) Customer's exercise of its right of access pursuant to the Access and Security Agreement at a given Supplier facility; (c) termination or cancellation of the applicable Component Part Purchase Order by reason of cancellation of the program to which the Purchase Order relates, or major refresh or redesign of the program that renders the Component Part obsolete; (d) an Event of Default; (e) resourcing of specific parts or programs by agreement between a Customer and the Supplier, but only as to those Component Parts or programs; or (f) March 31, 2010. Customer may take actions to prepare for resourcing any or all Component Parts, including conducting discussions and negotiations (but not entering into production agreements) with potential replacement suppliers regarding the production of the Component Parts, and Supplier will cooperate with such preparation to resource as described in the resourcing assistance provisions of this Agreement. The Bankruptcy Court Order approving this Agreement will provide that the automatic stay is modified to permit Permitted Resourcing without the need for any further order of the Bankruptcy Court.

(ii) "Resourcing" does not include or prohibit: (a) resourcing of the Assumed Component Parts after the Closing (as defined in the APA); (b) resourcing of the New Component Parts to the extent expressly permitted under section 9.14(a) of the APA; (c) changes in releases due to normal business fluctuations; (d) cessation of production due to balance-outs or cancellations; (e) changes in factory assist/offload business; or (f) bank builds pursuant to the bank build provisions of this Agreement. Nothing in this Section prohibits a Customer from taking actions during the Term to prepare for resourcing (except entering into production-related agreements with alternate suppliers), including, without limitation, taking those actions described in the resourcing assistance provisions of this Agreement.

(iii) Nothing in this Section or elsewhere in this Agreement: (a) extends the term or duration of any Purchase Order or other agreement concerning the production of any Component Parts except to the extent necessary for Customer to comply with the terms of this Agreement; (b) commits Customer to retain any of that Customer's business with Supplier after the expiration of the resourcing limitations described in this Section; or (c) commits Customer to source to the Supplier any new, transfer or replacement business (i.e., business other than that business currently constituting Current Component Parts under the Purchase Orders or the New Component Parts after completion of the sale under the APA).

3. Supplier's Assurances.

A. Continue to Manufacture.

(i) Supplier will continue to timely manufacture and supply the Component Parts for Customer in accordance with the terms of the Purchase Orders and related releases until (a) the Closing of the sale under the APA with respect to the Assumed Component Parts; and (b) the expiration of the Term.

(ii) Supplier agrees to notify Customer of any threat to continued timely shipment of the Component Parts promptly upon learning of that threat. Except as specifically provided in this Agreement, this Agreement is not intended to modify the terms and conditions of Customer's Purchase Orders. In the event of any inconsistency between the terms of this Agreement and the terms of Customer's Purchase Orders, the terms of this Agreement will control. Supplier's commitment to maintain continuity of supply includes the management of its supply base. Supplier will fairly apportion the relief provided by the Bankruptcy Court for payment of prepetition claims of certain suppliers among the vendors to Customer and, where appropriate, seek court intervention to address hostage situations or stop shipment threats that present continuity risks to Customer. For sake of clarity, the foregoing is not an agreement to assume any vendor's purchase orders and supply agreements.

B. Inventory Banks.

(i) Upon Customer's written request and without waiver in any way of the resourcing limitation provided in Section 2D, Supplier shall build an inventory bank of Component Parts for Customer, except that such obligation for Assumed Production parts will terminate upon the Closing of the APA (the "Inventory Bank"), according to a timetable reasonably agreed to by Customer and Supplier subject to (a) Supplier's reasonably applied internal capacity limitations (e.g., machine capacity and manpower limitations), equitably allocated among Supplier's customers making requests for inventory banks; (b) availability of raw materials and supplies and (c) Customer's payment of the Incremental Bank Costs. Supplier will deliver Inventory Bank Component Parts to a location designated by Customer in writing as produced. Customer will pay for the Inventory Bank without setoff, deduction or recoupment of any kind on credit terms of net 15 days or the equivalent after delivery to the location designated by Customer. The following additional terms shall apply to the building of the Inventory Bank:

(a) In addition to paying the applicable Purchase Order price for the Inventory Bank Component Parts, Customer agrees to pay the Incremental Bank Costs (as defined below). For purposes of this Agreement, the term "Incremental Bank Costs" means verifiable, actual incremental out-of-pocket costs (including without limitation, overtime, expendable packaging, shipping (including expedited shipping, if required by a Customer), material charges, etc.) incurred by Supplier in connection with building the Inventory Bank for Customer. Customer will not use Component Parts from the Inventory Bank to decrease the quantities that it would otherwise purchase from Supplier unless (i) an Event of Default occurs and is continuing; (ii) it is necessary to draw from the Inventory Bank to avoid the Inventory Bank Component Parts from becoming obsolete or otherwise unusable (e.g., because of deterioration or other quality reasons) provided however Customer does so in a manner to minimize any cash flow impact to Supplier; (iii) necessary to avoid an interruption in Customer's production; or (iv) agreed to by Supplier.

(b) Upon Customer's request for an Inventory Bank, Supplier shall promptly provide a schedule to Customer setting forth the time for completion of the Inventory Bank and the Incremental Bank Costs Supplier reasonably anticipates that it will incur in connection with building the Inventory Bank (the "Bank Build Budget"). All Incremental Bank Costs shall be funded in a manner to minimize any cash flow impact to Supplier.

C. Access. Supplier agrees that from the Effective Date through the expiration of the Term, Customer, or its respective agents and representatives (but not a competitor of Supplier unless otherwise agreed to by Supplier in writing or otherwise specifically allowed under this agreement as resource assistance), shall have reasonable access to Supplier's books and records and operations upon reasonable advance notice during regular business hours, for the purposes of: (i) inspecting and, upon a Permitted Resourcing Event, removing Customer Tooling; (ii) meeting with Supplier's representatives and management to the extent related to production of Component Parts; (iii) monitoring Supplier's compliance with the terms of this Agreement and the Purchase Orders; and (iv) monitoring production of Component Parts. In addition, Supplier will during the Term of this Agreement provide Customer financial information consistent in scope, content and form with the information currently provided to Customer, except that after confirmation of a plan of reorganization, Supplier will provide financial information to Customer consistent in scope, content and form with the information Supplier customarily provided to Customer prior to the Bankruptcy Case. Supplier and Customer further acknowledge and agree that they will preserve and protect each other's confidential financial and/or proprietary information, including any Intellectual Property (defined below) from unauthorized use and disclosure beyond Customer and Supplier, except for the

purposes of resourcing production after a Permitted Resourcing Event and then to the extent required under Section 3.D. to alternate suppliers in which case Supplier hereby agrees that access to such financial and/or proprietary information, including any Intellectual Property will be provided to potential successor suppliers for the Component Parts subject to commercially reasonable confidentiality protections in a form reasonable acceptable to Supplier.

D. Resourcing Assistance. Upon a Permitted Resourcing Event and until expiration of the Term, Supplier shall provide resourcing assistance to Customer and/or its designee (including alternate suppliers subject to commercially reasonable confidentiality protections in a form reasonable acceptable to Supplier) pursuant to, and subject to, the terms and conditions set forth in this Agreement, the APA and related agreements to enable Customer to complete resourcing production of all affected Component Parts from Supplier as a result of, and effective from, the occurrence of a Permitted Resourcing Event. For clarity, upon a Permitted Resourcing Event such resourcing assistance shall include, but not be limited to (i) allow reasonable access for Customer, its agents, designees and potential replacement suppliers involved in resourcing activities to Supplier's manufacturing facilities (subject to commercially reasonable confidentiality protections) upon reasonable advance notice, during normal business hours, to inspect and, if permitted by this Agreement, remove Customer Tooling (defined below) and view current production processes; (ii) providing Customer and/or its designee with copies of tool line-ups, tool processing sheets, routings, bills of materials (including vendor contact information), PPAP packages, and tool and engineering drawings, and subject to the terms of the License (defined below), CAD data/drawings, vehicle integration algorithms, lists of returnable containers, all other general validation and test data and any other information and proprietary business knowledge reasonably necessary to support a resourcing to replacement suppliers; (iii) preparing items of Customer Owned Tooling (defined below) and Purchase Option Equipment (defined below) needed by Customer for resourcing for shipment on dates specified by Customer and assisting Customer in loading the items for shipping; (iv) providing Customer with the option to have Supplier use its commercially reasonable efforts to assume and assign any contracts Supplier has with subcomponent or other suppliers for the supply of parts necessary to make Component Parts (which shall include any Intellectual Property rights Supplier has in the subcomponent parts subject to the same limitation set forth in the Intellectual Property section in this Agreement) (provided Customer specifies in writing any such contracts within thirty (30) days of a Permitted Resourcing Event and during the Bankruptcy Case, Customer fully pays all amounts necessary, pursuant to Section 365 of the Bankruptcy Code (as defined in the APA), to cure the pre-petition defaults (including, for the avoidance of doubt, any claims made pursuant to Section 503(b)(9) of the Bankruptcy Code) needed to obtain an assumption or assignment of the contract or to obtain a new contract acceptable to Customer (v) executing a letter to subcomponent and other suppliers in a form reasonably acceptable to Supplier authorizing them to provide Customer and/or its new supplier with all necessary information and to negotiate with Customer and/or its new supplier for the supply of subcomponent parts necessary to make Component Parts; and (vi) assisting Customer with assistance it may reasonably request from Supplier.

E. Intellectual Property License. Upon the occurrence of a Permitted Resourcing Event, Supplier grants to Customer and its Affiliates: (i) a perpetual, non-exclusive, world-wide irrevocable license to all Supplier's owned Intellectual Property, to the extent not transferred pursuant to the terms of the APA, including all Background Patents of Supplier,

necessary for the production of the Component Parts, to make, have made, use, offer to sell, sell, repair, reconstruct, and rebuild, and have repaired, reconstructed or rebuilt, the Component Parts; and (ii) a sublicense to the Intellectual Property licensed to Supplier (to the extent and on the terms that Supplier has the right to grant these sublicenses and with Customer assuming liability for any royalties associated with such sublicense on a pass through basis), to make, have made, use, have used, modify, improve, reproduce, prepare derivative works of, distribute, display, offer to sell, sell, import and do all other things and exercise all other rights in the licensed or sublicensed Intellectual Property necessary for production of the Component Parts for Customer ("License"). The License shall extend to Component Parts supplied or to be supplied under Customer's Purchase Orders (including in the production of new vehicles by Customer and service obligations for past-model and used Customer vehicles). The License shall also apply to any (i) new model year changes with respect to the Component Parts; (ii) mid-cycle enhancements with respect to the Component Parts; or (iii) refreshes with respect to the Component Parts incorporating the Intellectual Property but shall not apply to any successor programs for which start of production is more than two (2) years from the Effective Date; provided, however, notwithstanding the above, if Customer requires a license in connection with a successor program that does not qualify under the aforementioned License, Supplier shall make such a license available to Customer on commercially reasonable terms; and, provided further, Customer shall be entitled to use the License for all purposes set forth herein with respect to such successor program for a period of up to ninety (90) days while the parties negotiate such commercial terms. In the event that the parties cannot reach an agreement upon the commercial terms of the license within such ninety (90) day period, the matter will be submitted to a mutually agreeable arbitrator for determination of commercially reasonable terms; provided, however, such commercially reasonable terms will include a royalty fee not less than [INFORMATION REDACTED] of the Purchase Order price for the applicable Component Parts. Nothing in this License or this Agreement is intended to limit any rights granted to Customer under the Purchase Orders, including rights concerning licensing and other Intellectual Property, but is intended to expand those rights. Moreover, nothing in this License or this Agreement may be construed as an admission by Customer of the validity of Supplier's claimed rights to Intellectual Property, including an admission that a license is required by Customer to make, have made, sell offer for sale and/or import the Component Parts. Customer will handle the Intellectual Property in accordance with the same practices employed by Customer to safeguard its own intellectual property against unauthorized use and disclosure.

The term "Intellectual Property" means (a) all currently existing and registered and applied-for intellectual property owned by Supplier (including without limitation, all, patents, patent applications, trademark registrations, trademark applications, copyright registrations, and copyright applications); (b) all agreements for intellectual property licensed to Supplier; and (c) any other intellectual property used in or to produce Component Parts (whether or not the intellectual property is identified, including, without limitation, unregistered copyrights, inventions, discoveries, trade secrets and designs, and regardless of whether those items are registerable or patentable in the future, and all related documents and software), which Supplier directly or indirectly sells to Customer. The term "Affiliate" means any corporation, company, partnership or other legal entity, which currently, or at any time in the future, directly, or indirectly through one or more intermediaries, controls or owns, or is controlled by or owned by, or is under common control or ownership with Customer. Customer or its Affiliate may assign or otherwise transfer this License and its rights or obligations under this License to any

affiliated or successor company or to any purchaser of a substantial part of Customer's or its Affiliate's business to which this License relates.

F. Assignment of Claim. Upon the Effective Date and provided that the Customer and Supplier mutual releases are effective, Supplier shall and hereby does assign to the Customer all right, title, and interest in any and all claims, causes of action, rights, defenses, or demands at law or in equity against Johnson Electric arising out of or related to Supplier's breach of warranty claim against Johnson Electric ("Excluded Warranty Claim"). Supplier agrees to provide a separate assignment in the form attached hereto as Exhibit A.

G. Tooling Acknowledgment.

(i) Supplier acknowledges and agrees that exclusive of the "Unpaid Tooling" (defined below) and "Supplier Owned Tooling" (defined below), all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, and documentation, including engineering specification and test reports, used by Supplier in connection with its manufacture of the Component Parts for Customer whether pursuant to direct agreements between Customer and Supplier or agreements between Supplier and third parties, together with such accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto (collectively, "Tooling" and excluding the Unpaid Tooling and Supplier Owned Tooling, the "Customer Owned Tooling"), are owned ("owned" means paid for by Customer or delivered by Customer to Supplier) by Customer (or affiliates of Customer) free and clear of all liens, claims, and encumbrances (other than those arising or caused by Customer's own acts or omissions) and are being held by Supplier and, to the extent that Supplier has transferred the Customer Owned Tooling to third parties, by such third parties, as bailees-at-will. Supplier further acknowledges and agrees that any and all Tooling now being exclusively utilized to manufacture the Component Parts for Customer, whether pursuant to direct agreements between Supplier and Customer or agreements between Supplier and third parties, is subject to the terms of this Agreement and constitutes Customer Owned Tooling, Unpaid Tooling, or Supplier Owned Tooling. For the sake of clarity, Customer Owned Tooling shall not include equipment and/or machinery to which Customer Owned Tooling is attached or affixed. Supplier shall make reasonable efforts to ensure that the Customer Owned Tooling is free and clear of all liens, claims, and encumbrances, including, if necessary, obtaining liens releases from third parties with filed liens against any Customer Owned Tooling.

(ii) For purposes of this Agreement, the term "Unpaid Tooling" means Tooling manufactured for Customer pursuant to a Tooling

Purchase Order for which Customer has not made full payment under the applicable Tooling Purchase Order with Supplier. Upon payment of the applicable purchase order price for any item of Unpaid Tooling, such item shall thereafter be included in the definition of Customer Owned Tooling under this Agreement. Nothing in this Agreement is intended to modify any Customer's obligations to Supplier on account of the Unpaid Tooling. Within sixty (60) days from the date hereof, Supplier shall use its reasonable efforts to prepare, and Customer shall reasonably cooperate with Supplier to prepare a list (the "Tooling List") of Unpaid Tooling and Tooling that Supplier believes is not owned by the Customer and which is not subject to a Purchase Order issued by Customer (the "Supplier Owned Tooling"). Customer (or an affiliate or designee of Customer) reserves the right to purchase any and/or all Supplier Owned Tooling, which it deems necessary or helpful to the manufacture of the Component Parts for Customer. In the event Customer elects to purchase Supplier Owned Tooling, the sale shall be in accordance with the Option in this Agreement and the purchase price for such Tooling shall be calculated in the same manner as the Option Price (defined below). Upon Customer's purchase of an item of Supplier Owned Tooling, such Supplier Owned Tooling shall constitute Customer Owned Tooling under this Section G. Any Tooling utilized to manufacture Component Parts for the Customer not included on the list of Customer Owned Tooling, Supplier Owned Tooling or Unpaid Tooling shall be subject to the provisions of this Section and added to the Tooling List when identified.

(iii) For purposes hereof, if Supplier and Customer disagree as to whether any item of Tooling is Customer Owned Tooling, Supplier Owned Tooling or Unpaid Tooling, Supplier and Customer will meet and attempt, in good faith, to resolve the dispute. The Tooling List will indicate those items of Tooling which are in dispute, if any. If the dispute cannot be resolved by Supplier and Customer within thirty (30) days after the development of the Tooling List, the matter will be jointly submitted to a third party to be selected by Supplier and Customer for expedited resolution. Notwithstanding the foregoing, if there is a dispute between Supplier and Customer over whether any Tooling is Customer Owned Tooling, Supplier Owned Tooling or Unpaid Tooling, (1) if the disputed value is less than $50,000, Customer will pay the undisputed amount, if any, to Supplier and Customer will have the right to immediate possession of the Tooling (and Supplier may not withhold delivery of possession of the Tooling to Customer pending resolution of the dispute), but the Tooling shall remain subject to any valid lien of Supplier and any claim or right to

payment of Supplier for the disputed amount (despite Supplier's relinquishment of possession) and (2) if the disputed value is more than $50,000, Customer will pay the undisputed amount, if any, to Supplier and will pay the disputed portion into escrow with a mutually acceptable third party pending resolution of the dispute and, thereafter, Customer will have the right to immediate possession of the Tooling (and Supplier may not withhold delivery of possession of the Tooling to Customer pending resolution of the dispute), but the Tooling will remain subject to any valid lien of Supplier or any claim or right to payment of Supplier for the disputed amount (despite Supplier's relinquishment of possession).

(iv) Neither Supplier, nor any other person or entity other than Customer (or its affiliates), has any right, title or interest in the Customer Owned Tooling other than Supplier's rights, subject to Customer's discretion, to utilize the Customer Owned Tooling in the manufacture of Component Parts. Upon a Permitted Resourcing Event or upon the agreement of Supplier and Customer, Customer or its designee shall have the right to take immediate possession of any Customer Owned Tooling (but not any Unpaid Tooling and Supplier Owned Tooling) provided that, prior to taking such possession Customer shall have paid (a) to the Supplier all undisputed accounts and the Purchase Price of Customer Inventory related to the Component Parts being resourced; and (b) into an escrow account mutually agreeable to Customer and Supplier of all disputed accounts and any disputed portion of the Purchase Price of Customer Inventory to be released pursuant to a mutually agreeable escrow agreement. Supplier hereby agrees to cooperate with Customer in its taking possession of the Customer Owned Tooling; provided, however, Customer shall not unreasonably interfere with Supplier's ongoing operations when removing Customer Owned Tooling. Supplier also authorizes Customer to affix any plate, stamp or other evidence of Customer's ownership upon each item of Customer Owned Tooling.

(v) This Tooling Acknowledgment described in this paragraph 3G survives the expiration and termination of this Agreement.

H. Option to Purchase Certain Equipment. Supplier grants Customer and its respective assignees and designees an irrevocable, exclusive option ("Option") to purchase the Dedicated Equipment. The term "Dedicated Equipment" means Supplier Owned Tooling, equipment, machinery, racks, returnable containers or dunnage, gauges, fixtures and related ancillary items that are owned by Supplier and in each case used solely to manufacture, assemble or transport Component Parts for Customer and machinery or equipment that is used to manufacture the Component Parts for parties other than Customer to the extent that such other party has consented to the purchase of such machinery and equipment in writing. The purchase

price of each piece of Dedicated Equipment shall be (i) with respect to Dedicated Equipment which was originally purchased or acquired by Supplier more than three years prior to the execution date of this Agreement, the orderly liquidation value of such Dedicated Equipment, as determined by a third-party appraiser appointed by Supplier subject to Customer's reasonable consent; and (ii) with respect to other Dedicated Equipment, the higher of: (a) the Dedicated Equipment orderly liquidation value as determined by a third-party appraiser appointed by Supplier subject to Customer's reasonable consent; or (b) the Dedicated Equipment's net book value on the date Customer exercised the Option (the "Option Price"). The Option Price shall be paid via wire transfer in immediately available funds within five business days of the exercise of the Option and in no event later than removal of the Purchased Option Equipment (as defined below). Supplier acknowledges that the Option Price is commercially reasonable and that any sale under the foregoing terms shall be deemed to be commercially reasonable in all respects, including method, time, place, and terms.

The Option may be exercised at Customer's discretion during the Term, immediately upon the occurrence of any of the following: (i) a Permitted Resourcing Event; or (ii) an Event of Default. The Option shall be exercisable for fifteen (15) days after the occurrence of any of the foregoing events ("the Exercise Period"). The Option described in this Section terminates upon expiration of the Term unless the transactions contemplated by the APA timely close and the Term expires on the date that is six months from the effective date of Supplier's confirmed plan of reorganization, in which case the Option shall continue with respect to both Supplier Owned Tooling and Dedicated Equipment related to open/ongoing Purchase Orders until fifteen (15) days after the earlier of: (i) a default under the relevant Purchase Order; or (ii) such Purchase Order is cancelled or terminated.

Any Dedicated Equipment purchased pursuant to the Option ("Purchased Option Equipment") will be deemed sold free and clear of all liens, claims and encumbrances pursuant to Section 363 of the Bankruptcy Code. Except for the motion filed to approve this Agreement, no further motion is required to be filed with, or order is required to be entered by, the Bankruptcy Court in order to effect the sale of any Purchased Option Equipment free and clear of all liens, claims and encumbrances pursuant to the Option.

Supplier agrees that, upon exercise of the Option and payment of the Option Price, Customer shall have the right to take immediate possession of the Purchased Option Equipment without further payment of any kind and to own, operate, use, enjoy, sell, assign, transfer, and/or convey the same free and clear of all claims and interests, liens, security interests, and encumbrances. Supplier agrees to cooperate with the applicable Customer in its taking possession of the Purchased Option Equipment. In connection with exercising the Option, Customer will also be granted a License, the duration and scope of which will be coextensive with the duration and scope of the License granted to Customer above.

I. Access Upon Supplier Default. Supplier and Customer will enter into an access and security agreement (the "Access and Security Agreement") in the form attached hereto as Exhibit B, contemporaneously with this Agreement. Customer's rights under the Access and Security Agreement may be exercised on a facility-by-facility basis.

4. Release.[1]

A. Customer Release of Supplier. On the Effective Date, Customer on behalf of itself and its affiliates (including Buyer), successors, assigns, trustees, agents, consultants, heirs, directors, officers, employees, shareholders, executives, servants, attorneys, accountants, partners, representatives and other related persons and entities, in any capacity whatsoever (the "Customer Parties"), hereby unequivocally release and forever discharge Supplier and any of its affiliates (including its non-Debtor affiliates and Seller), successors, assigns, trustees, agents, consultants, heirs, directors, officers, employees, shareholders, executives, servants, attorneys, accountants, partners, representatives, and other related persons and entities, in any capacity whatsoever (the "Supplier Parties"), from any and all rights, claims, demands, actions, liabilities, causes of action, costs, losses, liens, debts, damages, dues, accounts, sum or sums of money, covenants, contracts, agreements, expenses, judgments, executions, awards, bonds, bills, specialties, reckonings, demands, and suits of every nature, kind and description whatsoever, either at law, in admiralty, in equity or otherwise, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, disclosed or undisclosed, matured or un-matured, material or immaterial, whether individual, class, derivative or representative, and whether or not asserted or raised or existing, or alleged to exist or to have existed, at any time from the beginning of the world to and including the Effective Date, which the Customer Parties ever had or may have against any of the Supplier Parties relating to, emanating out of or arising from any claims or liabilities relating to 90W condenser fan motors and fan assemblies (the "90W Pusher Fan") supplied to any of the Supplier Parties by the Johnson Electric Group for use in certain 2004-2006 Nissan Titan, Armada and Infiniti QX56 vehicles, including any warranty, recall or product liability claims that the Customer Parties may have against the Supplier Parties arising out of or relating to the design, testing, performance and/or sale of the 90W Pusher Fan, as well as the recall of vehicles equipped with the 90W Pusher Fan, including the A60/T60/JA60 Fan and Motor Assembly Recall identified by the National Highway Traffic Safety Association as #08V-284, and Customer hereby agrees to indemnify the Supplier Parties and hold them harmless for any claims asserted or brought against any Supplier Party by a third party in connection with the 90W Pusher Fan (including, without limitation, any claim brought by Johnson Electric Group against any such Supplier Party in connection with the 90W Pusher Fan, whether for contribution or otherwise) (the "90W Pusher Fan Indemnification")

B. Supplier Release of Customer. On the Effective Date, the Supplier Parties, hereby unequivocally release and forever discharge the Customer Parties, from any and all rights, claims, demands, actions, liabilities, causes of action, costs, losses, liens, debts, damages, dues, accounts, sum or sums of money, covenants, contracts, agreements, expenses, judgments, executions, awards, bonds, bills, specialties, reckonings, demands, and suits of every nature, kind and description whatsoever, either at law, in admiralty, in equity or otherwise, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, disclosed or undisclosed, matured or un-matured, material or immaterial, whether individual, class, derivative or representative, and whether or not asserted or raised or existing, or alleged to exist or to have existed, at any time from the beginning of the world to and including the Effective Date, which the Supplier Parties ever had or may have against the Customer Parties relating to, emanating out of or arising from the 90W Pusher Fan supplied to Seller and/or its

[1] Release for certain post-closing claims will be included as a separate exhibit attached to the APA.

Affiliates by the Johnson Electric Group for use in certain 2004-2006 Nissan Titan, Armada and Infiniti QX56 vehicles, other than claims for the 90W Pusher Fan Indemnification.

5. Events of Default.

A. The occurrence of any one or more of the following will be an "Event of Default" under this Agreement, unless a waiver or deferral is agreed to in writing by the Customer; provided, however, in the case of paragraphs 5 (i) and (ii) below, Customer must provide Supplier written notice of the Event of Default.

(i) the Supplier repudiates or materially breaches any provision of any Purchase Order or other agreement with Customer and/or its affiliates and such repudiation or breach results in a material interruption of Customer's production;

(ii) the Supplier repudiates or materially breaches any of its obligation under this Agreement and such repudiation or breach (a) is not cured within 21 days after the Supplier receives written notice from Customer of the breach to be cured; or (b) results in the material interruption of Customer's production;

(iii) There is a termination or limitation of Supplier's ability to use cash collateral or, if applicable, Supplier's DIP financing, such that Supplier has inadequate funding to meet its production obligations to Customer;

(v) the dismissal or conversion to Chapter 7 of, or appointment of a trustee in, the Bankruptcy Case;

(vi) any secured or lien creditor commences a repossession or foreclosure action against any portion of the operating assets of the Supplier necessary for the Supplier to perform the Purchase Orders.

B. Notwithstanding anything herein to the contrary, in the event that the APA is terminated as a result of a breach of the APA by Customer or Buyer, then all obligations of Supplier hereunder shall immediately terminate.

GENERAL TERMS

6. Authorization. Subject to the Bankruptcy Court's entry of an order approving this Agreement, each party executing this Agreement represents and warrants that it has the corporate power and authority to execute this Agreement and that this Agreement has been duly authorized by the party on behalf of themselves and their affiliates and subsidiaries which are parties to this Agreement.

7. Cooperation. Each party agrees to fully cooperate with the other party and to take all additional actions that may be necessary in the reasonable opinion of the party to give full force and effect to this Agreement.

8. Section Headings. The division of this Agreement into sections and subsections and the use of captions and headings in this Agreement are for convenience of reference only and do not affect the construction or interpretation of this Agreement. All references to Sections and Exhibits are to Sections and Exhibits in or attached to this Agreement unless otherwise specified.

9. No Waiver; Cumulative Remedies; Unenforceability. No party to this Agreement will by any act, delay, indulgence, omission, or otherwise, be deemed to have waived any right or remedy under this Agreement or any breach of any term or condition of this Agreement. A waiver by any party of any right or remedy under this Agreement on any one occasion will not be construed as a bar to any right or remedy which that party would otherwise have had on another occasion. No failure to exercise, nor any delay in exercising, any right, power, or privilege under this Agreement by any party will operate as a waiver, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or future exercise or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative, may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by any other agreements or applicable law. Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement will remain unaffected.

10. Waivers and Amendments; Successors and Assigns. No term or provision of this Agreement may be waived, altered, modified, or amended, except by a written instrument duly executed by the parties to this Agreement. This Agreement and all of the parties' obligations are binding on their respective successors and permitted assigns, and together with the rights and remedies of the parties under this Agreement, inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided herein, the no party may assign or transfer any right or obligation under this Agreement without the prior written consent of the other party.

11. Notices. All notices, requests, and other communications that are required or may be given under this Agreement must be in writing, and will be deemed to have been given on the date of delivery, if delivered by hand, electronic mail, fax or courier, or three (3) days after mailing, if mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as set forth below (which addresses may be changed, from time to time by notice given in the manner provided in this Section):

If given to the Supplier:

Michael Sharnas
Visteon Corporation
One Village Center Drive
Van Buren Township, MI 48111
Fax: (734) 736-5560
Email: msharnas@visteon.com

With a copy to:	Kirkland & Ellis LLP 300 North LaSalle Street Chicago, IL 60654 Attention: James J. Mazza, Jr. Martin A. DiLoreto, Jr. Fax: (312) 862-2200 Email: james.mazza@kirkland.com -and- Dickinson Wright PLLC 301 E. Liberty Street, Suite 500 Ann Arbor, MI 48104 Attention: Michael C. Hammer Fax: (734) 623-1625 Email: mhammer@dickinsonwright.com
If given to Nissan:	Cal Vickers Nissan North America, Inc. One Nissan Way Franklin, Tennessee 37068 Telecopy: (615) 967-3451 Email: Cal.Vickers@nissan-usa.com
with a copy to:	Andrew Tavi General Counsel's Office Nissan North America, Inc. One Nissan Way Franklin, Tennessee 37068 Telecopy: (615) 967-3451 Email: Andrew.Tavi@nissan-usa.com
and a copy to:	Michael R. Paslay, Esq. Eric B. Schultenover, Esq. Waller, Lansden, Dortch & Davis, LLP Nashville City Center, Suite 2700 511 Union Street Nashville, Tennessee 37219 Fax: (615) 244-6804 mpaslay@wallerlaw.com eschultenover@wallerlaw.com

and a copy to:

Kevin Crumbo
Kraft Corporate Recovery Services, LLC
555 Great Circle Road, Suite 200
Nashville, Tennessee 37228
Fax: (615) 782-4271
kcrumbo@kraftcpas.com

12. No Intended Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of Customer and Supplier and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

13. Counterparts. This Agreement may be executed in any number of counterparts and by each party on separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart, provided that the counterpart is signed by the party against which enforcement of this Agreement is sought. For purposes of this Agreement, fax or pdf signatures constitute originals.

14. Entire Agreement; Conflicts; Ambiguous Language. This Agreement, together with any other agreements and attachments referenced in or executed in connection with this Agreement, constitutes the entire understanding of the parties in connection with its subject matter. Except as expressly set forth in this Agreement, neither the Supplier nor the Customer are waiving, modifying or limiting any rights they have under the Purchase Orders, which terms and conditions otherwise remain in full force and effect except as expressly modified by this Agreement. To the extent any term or condition of this Agreement is inconsistent or in conflict with the terms of any other agreements between the Supplier and the Customer, the terms of this Agreement will govern and control. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party.

15. Governing Law. This Agreement is made in the State of Delaware and will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles. The Bankruptcy Court for the District of Delaware overseeing Suppliers Bankruptcy Case shall have jurisdiction to hear disputes relating to this Agreement.

16. CONSULTATION WITH COUNSEL. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE EXECUTING THIS AGREEMENT AND ARE EXECUTING THIS AGREEMENT WITHOUT RELIANCE ON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES AND COMMITMENTS SET FORTH IN THIS AGREEMENT.

17. WAIVER OF JURY TRIAL. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. EACH PARTY KNOWINGLY, VOLUNTARILY AND WITHOUT COERCION, WAIVES ALL RIGHTS TO A TRIAL BY JURY OF ANY DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT.

VISTEON CORPORATION on behalf of itself and its debtor and non-debtor affiliates and subsidiaries

By:_____

Name:_____

Title:_____

NISSAN NORTH AMERICA, INC.

By:_____

Name:_____

Title:_____

Exhibits:

Exhibit A: Assignment of Claim
Exhibit B: Access and Security Agreement

Exhibit A

Assignment of Claim

EXHIBIT A

ASSIGNMENT OF CLAIM

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2009, by and between VISTEON CORPORATION, a Delaware corporation ("Visteon"), on behalf of itself and its debtor and non-debtor affiliates (hereinafter collectively referred to herein as an "Assignor"), and NISSAN NORTH AMERICA, INC. (the "Assignee").

WHEREAS, the Assignor and the Assignee have entered into an Accommodation Agreement, dated October [_____], 2009 (the "Accommodation Agreement"), pursuant to which (i) this Agreement is contemplated and (ii) the Assignor agreed to assign all right, title, and interest in any and all claims, causes of action, rights, defenses or demands at law or in equity arising out of or related to Assignor's breach of warranty claim against Johnson Electric North America, Inc. ("Johnson Electric") in connection with the 90W Pusher Fan (as defined in the Accommodation Agreement) to Assignee.

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. **Assignment and Assumption of Claim**. The Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts and assumes, any and all claims, causes of action, rights, defenses or demands at law or in equity arising out of or related to Assignor's breach of warranty claim against Johnson Electric in connection with the 90 W Pusher Fan (as defined in the Accommodation Agreement) (the "Assigned Claims").

2. **Cooperation.** Assignor shall provide reasonable assistance and cooperation to Assignee (at Assignee's sole cost and expense) to pursue both the Assigned Claims, including, such as providing Assignee with copies of the contract and purchasing documents between Assignor and Johnson Electric, quality and development documents, testing and validation documents, PPAP documents, engineering documents, drawings and technical information.

3. **Amendment and Modification; Waiver**. This Agreement may be amended, modified and supplemented by written instrument authorized and executed by each of the Assignee and the Assignors 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.

4. **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.

5. **Governing Law; Waiver of Jury Trial.** The parties hereto agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws principles. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

6. **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 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 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.

ASSIGNOR:

VISTEON CORPORATION, on behalf of itself and its affiliates and subsidiaries, including VC Regional & MGF, LLC

By: _____

Name (printed): _____

Title: _____

ASSIGNEE:

NISSAN NORTH AMERICA, INC.

By: _____

Name (printed): _____

Title: _____

Exhibit B

Access and Security Agreement

ACCESS AND SECURITY AGREEMENT

Visteon Corporation, on behalf of itself and its debtor and non-debtor affiliates and subsidiaries (collectively, "Supplier"), and Nissan North America, Inc. ("Customer"), enter into this Access and Security Agreement ("Agreement") as of October 22, 2009.

RECITALS

A. Pursuant to various purchase orders, and releases thereunder issued by Customer and accepted by Supplier and Supplier's non-debtor affiliates (collectively, the "Purchase Orders"), Customer has ordered or will order components and sub-component parts or assemblies from Supplier or from Supplier's non-debtor subsidiaries as set forth in the Purchase Orders (the "Component Parts").

B. On May 28, 2009 (the "Petition Date"), Supplier and several of its affiliates filed for relief under Chapter 11 of the Bankruptcy Code (the "Bankruptcy Code")in the United States Bankruptcy Court for the District of Delaware ("Bankruptcy Court") in a case styled In re Visteon Corporation, et al., Case No. 09-11786 (jointly administered) ("Bankruptcy Case").

C. Supplier has determined that, under the present circumstances, it is in the best interests of Supplier, its customers, creditors and other stakeholders to restructure its business operations and capital structure.

D. To facilitate that process, Supplier and Customer have executed that certain Accommodation Agreement of even date herewith (the "Accommodation Agreement") and that certain Asset Purchase Agreement of the approximate even date herewith (the "APA") for the purchase of certain assets located at certain of the Facilities (defined below).

E. The parties are entering into this Agreement to, among other things, afford Customer the right to use certain of Supplier's assets at the Facilities as provided herein upon an Event of Default.

BASED UPON THE FOREGOING RECITALS and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **Defined Terms**. In addition to those terms defined elsewhere in this Agreement, the following terms have the indicated meanings:

"Accounts" means any "account" or "chattel paper," as defined in Sections 9-102(a)(2) and 9-102(a)(11), respectively, of the "Code" (defined below), owned now or hereafter by Supplier, and also means and includes (i) all accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances, payments under leases and other forms of obligations, now owned or hereafter received or acquired by or belonging or owing to Supplier (including under any trade name, styles, or division thereof) whether arising out of goods sold or leased or services rendered by Supplier or from any other transaction, whether or not the same involves the sale of goods or services by Supplier (including, without limitation, any such payment obligation or right to payment which might be characterized as an account, contract

right, general intangible, or chattel paper under the Code in effect in any jurisdiction); (ii) all monies due to or to become due to Supplier under all contracts for the sale or lease of goods or the performance of services by Supplier (whether or not yet earned by performance on the part of Supplier) now in existence or hereafter arising; and (iii) deposit accounts, insurance refunds, tax refunds, tax refund claims and related cash and cash equivalents, now owned or hereafter received or acquired by or belonging or owing to Supplier.

"Code" means the Uniform Commercial Code as in effect in the State of Delaware as of the date of this Agreement.

"Contract Rights" means all rights of Supplier (including to payment) under each "Contract" (defined below).

"Contracts" or individually, a "Contract," means any licensing agreements and any and all other contracts, supply agreements, or other agreements used in or related to the manufacture, production or assembly of Component Parts and in or under which Supplier may now or hereafter have any right, title, or interest and which pertain to the lease, sale, or other disposition by Supplier of "Equipment" (defined below), "Inventory" (defined below), fixtures, real property, or the right to use or acquire personal property, as any of the same may from time to time be amended, supplemented, or otherwise modified.

"Documents" means all "documents" as defined in Section 9-102(a)(30) of the Code.

"Equipment" means any "equipment," as that term is defined in Section 9-102(a)(33) of the Code, now or hereafter owned by Supplier, which is used in or related to the manufacture, production or assembly of Component Parts, and will also mean and include all such machinery, equipment, vehicles, furnishings, and fixtures (as such terms are defined in Section 9-102(a)(41) of the Code) now owned or hereafter acquired by Supplier, including, without limitation, all items of machinery and equipment of any kind, nature and description, whether affixed to real property or not, as well as all additions to, substitutions for, replacements of or accessions to any of the foregoing items and all attachments, components, parts (including spare parts), and accessories whether installed thereon or affixed thereto in each case only if and to the extent used in or related to the manufacture of Component Parts.

"Event of Default" will mean the occurrence of an "Event of Default" under the Accommodation Agreement.

"Facilities" means Supplier's facilities identified on Schedule 1.

"General Intangibles" means all "general intangibles," as such term is defined in Section 9-102(a)(42) of the Code, now or hereafter owned by Supplier, which are used in or related to the manufacture, production or assembly of Component Parts, including, without limitation, customer lists, rights in intellectual property, goodwill, trade names, service marks, trade secrets, patents, trademarks, copyrights, applications therefore, permits, licenses, now owned or hereafter acquired by Supplier, but excluding items described in the definition of Accounts.

"Instruments" means all "instruments," as defined in Section 9-102(a)(47) of the Code.

"Intellectual Property" means as defined in the Accommodation Agreement.

"Inventory" means any "inventory," as that term is defined in Section 9-102(a)(48) of the Code, wherever located, now owned or hereafter acquired by Supplier or in which Supplier now has or hereafter may acquire any right, title or interest including, without limitation, all goods and other personal property now or hereafter owned by Supplier which are leased or held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the manufacture of Component Parts, or in the processing, packaging or shipping of the same, and all finished goods.

"Lenders" means:

(a) Ford Motor Company, in its capacity as a "Lender" under the Credit Agreement, dated as of August 14, 2006, among the Visteon and certain of its subsidiaries, as borrowers, Ford Motor Company, as sole lender, and The Bank of New York Mellon, as successor to JPMorgan Chase Bank, N.A., as administrative agent; and

(b) The lenders party to the Credit Agreement, dated as of June 13, 2006, among Visteon, the lenders party thereto, Wilmington Trust Company, as successor of JPMorgan Chase Bank, N.A., as administrative agent, and any successor in such capacity, and the other agents party thereto, as amended, restated, supplemented or modified from time to time.

"Obligations" means the obligation of Supplier to provide Customer or its designee(s) the "Right of Access" (defined below).

"Operating Assets" means all assets necessary or helpful for or incidental to production of Component Parts located at a Facility, including Equipment, Real Estate, Contract Rights and General Intangibles, but specifically excluding any Accounts, Inventory, Documents, Instruments, chattel paper and "Proceeds" (defined below) of such excluded items and "Proceeds" of General Intangibles.

"Proceeds" has the meaning provided it under Section 9-102(a)(64) of the Code and, in any event, will include, but not be limited to: (i) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to Supplier from time to time with respect to any of the Operating Assets or Real Estate; (ii) any and all payments (in any form whatsoever) made or due and payable to Supplier from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Operating Assets or Real Estate by any governmental body, authority, bureau, or agency (or any Person acting under color of governmental authority); and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Operating Assets or Real Estate.

"Real Estate" means the real property associated with the Facilities.

2. **Grant of Liens and Security Interests**. As collateral security for the Obligations, Supplier hereby grants to Customer (i) continuing liens and security interests in the Operating Assets and mortgages on the Real Estate, whether now owned or hereafter acquired by Supplier, or in which Supplier now has or at any time in the future may acquire any right, title or interest, and (ii) to the extent not otherwise owned or validly licensed to Customer free and clear of any liens, claims, and encumbrances, security interests and liens on, and collateral assignments of, the Intellectual Property used in, related to or necessary for the production of Component Parts (collectively, the "Collateral"). Further, Supplier hereby grants Customer

permission to file any financing statements and/or mortgages deemed necessary by Customer to perfect the security interests and mortgages granted hereby. The security interests and mortgages granted to Customer pursuant to this Agreement to secure the Obligations are junior to the liens, security interests and mortgages granted to the Lenders in all respects but in all cases the Lenders' exercise of their rights and remedies with respect to their liens and security interests against the Operating Assets and mortgages on the Real Estate are subject to the terms of this Agreement. The Lenders may take any necessary action to protect their rights in the Collateral, conditioned upon such action not impairing Customer's "Right of Access" (as defined below). Customer's rights as a secured creditor and mortgagee under this Agreement will be strictly limited to enforcing the Right of Access.

3. **Right of Access**.

(a) General. Upon an Event of Default, provided that Customer (i) has complied and continues to comply with this Agreement and the Accommodation Agreement; and (ii) pays all undisputed[1] amounts then owed to Supplier, including accounts payable and amounts owed under the APA and the Accommodation Agreement, Customer will have a right, but not an obligation, to use and occupy the Operating Assets and Real Estate to manufacture, process and/or ship Component Parts (the "Right of Access") for a period of up to 180 days (the "Access Period") from the date Customer provides the written notice referenced below. During the Term, Customer may invoke the Right of Access at any one or more of the Facilities after the occurrence of an Event of Default by delivering written notice to Supplier indicating its intention to invoke the Right of Access. Customer may later invoke the Right of Access at one or more additional Facilities by delivering written notice to Supplier indicating its intention to invoke the Right of Access. Customer will have no right to sell, transfer, or dispose of the Operating Assets or the Real Estate as part of the Right of Access.

(b) Customer's Obligations. In lieu of payment for Component Parts produced after exercise of the Right of Access, Customer will, as to each Facility at which Customer has exercised the Right of Access:

(i) use such reasonable care toward preservation of the Operating Assets and Real Estate as a prudent owner would use in connection with the custody and preservation of its own assets, and indemnify, defend and hold harmless Supplier, its officers and directors, from any physical damage to property, including, without limitation, the Operating Assets and Real Estate, or physical injury suffered by third parties caused by or arising out of Customer's or its designee's use of the Operating Assets and Real Estate during the Access Period, including any and all costs, expenses (including all court costs and reasonable attorneys' fees) damages, liabilities and claims; provided, however, the foregoing indemnity obligations will not apply to claims arising out of or related to conditions which existed or events that occurred before the Access Period. Customer's obligations under this section will survive termination or early expiration of this Agreement and the Right of Access.

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1 With respect to any disputed amounts claimed by Supplier, Customer agrees that such disputed amounts shall be deposited with a third party escrow agent agreed upon by both parties and that Supplier and Customer shall negotiate in good faith for thirty (30) days (the "Negotiation Period") in an attempt to resolve the open disputes. If after the Negotiation Period, the parties are unable to resolve the disputes, the matter shall be submitted to the Bankruptcy Court for adjudication.

(ii) insure and maintain the Operating Assets and Real Estate in the same condition as existed on the date Customer exercised the Right of Access, ordinary wear and tear excepted.

(iii) pay the costs and expenses accrued from and after the first day of the Access Period and incurred in connection with the manufacturing of Component Parts during the Access Period, including, without limitation, material expense, supplier premiums and hostage payments, utilities and other overhead expenses, including the allocable share of corporate overhead for the applicable Facility, and prorated property taxes and assessments attributable to the Operating Assets and Real Estate.

(iv) pay a nonrefundable monthly access fee, in cash, in advance on the first day of the Access Period and, thereafter, the first business day of each calendar month of the Access Period, in the amounts set forth on Schedule 1.

(v) timely pay all undisputed amounts due under the Accommodation Agreement and/or the APA and escrow all disputed amounts as provided for in paragraph 3(a) above.

(vi) subject to Customer's right to use and occupy the Operating Assets and Real Estate during the Access Period, afford Supplier's representatives (and representatives of the Lenders, secured creditors or mortgagees of the Operating Assets and/or Real Estate) reasonable access to the Operating Assets and the Real Estate for any reasonable business purpose.

(vii) subject to (a) Supplier's other customers agreeing to make payment to Customer or its designee(s), as applicable, on account of its allocable share of overhead and related expenses and all direct expenses related to such other customer's production; (b) Supplier making the necessary tangible personal property available for use during the Access Period; and (c) Supplier providing Customer or its designee an appropriate license for any intellectual property necessary or helpful in the production or parts for such customer, Customer agrees, for itself and its designee(s), to produce parts for such other customers during the Access Period or to provide the other customers access provided such customers do not interfere with the production of Customer's Component Parts.

(viii) observe all applicable laws, rules, regulations, and ordinances relating to the use, operation, and occupancy of the Operating Assets or the Real Estate;

(ix) at the end of the Access Period, leave the Operating Assets and Real Estate in a safe and secure state and in the same condition that the Operating Assets and Real Estate were in prior to the exercise of the Right of Access, ordinary wear and tear excepted.

(c) Supplier's Obligations. If Customer invokes the Right of Access, Supplier will comply with the following as to each Facility in which the Right of Access is invoked:

(i) At Customer's election and in its sole discretion, Supplier will use its commercially reasonable efforts to continue to employ those of its employees which Customer determines are necessary to maintain production of Component Parts (the "Employees") and in turn lease the Employees to Customer, and Customer or its designee(s) will reimburse Supplier for all costs and expenses relating to Supplier's employment of the Employees incurred during the Access Period. Without limiting the generality of the foregoing, Customer or its designee(s) will reimburse Supplier all amounts incurred by Supplier to meet its regular payroll obligations, including salaries, wages, overtime, payroll taxes, workers' compensation, unemployment insurance, disability insurance, welfare, pension contributions, and other payments and contributions with respect to the Employees which are accrued from and after the first day of the Access Period or incurred during the Access Period, but in no event will the Customer be liable for any costs for unfunded pension liability, actuarial liability, past service unfunded actuarial liability or solvency or other deficiency relating to any pension plan, retiree medical plan, OPEB obligation or other obligations relating to service prior to the time the Customer exercised the Right of Access. Notwithstanding the foregoing, under no circumstances will the Customer be responsible for reimbursing the Supplier for costs and expenses relating to the Supplier's employment of the Employees to the extent the Employees are performing services unrelated to the production of the Customer's Component Parts.

(ii) During the Access Period, Supplier will not increase compensation or benefits of the Employees without the consent of Customer, except as may be required by applicable law or contract or provided by Court Order.

(iii) Contingent upon sufficient liquidity, during the Access Period, Supplier will continue, as requested by Customer, to provide any necessary services provided by Supplier to the Facilities before the exercise of the Right of Access. Customer will pay Supplier the value of such services on the same accelerated payment terms set forth in the Accommodation Agreement.

(iv) Supplier will indemnify, defend and hold Customer, its designee(s) and its employees and agents harmless of, from and against any and all costs, expenses (including all court costs and reasonable attorneys' fees), losses, damages, liabilities or injury arising from claims or liabilities arising or accruing as a result of Supplier's activities and operations before the date of Customer's exercise of the Right of Access, regardless of when such claims are asserted. Supplier's indemnity obligations under this Section 3(c)(iv) will survive the expiration or any earlier termination of this Agreement.

(v) During the Access Period, Supplier agrees that Customer and its agents and representatives will have reasonable access to Supplier's books and records for the purposes of confirming and calculating the amounts due, if any, from Customer under this Agreement.

(d) Right to Terminate. Customer will have the absolute right to terminate the Right of Access as to any Facility upon eight (8) business days written notice to Supplier. Upon expiration of such notice period, the Access Period will terminate as to such Facility and but Customer's obligation to pay amounts payable under this Agreement or the Accommodation Agreement will survive such termination.

(e) Indemnification.

(i) To the extent Customer or Supplier is entitled to indemnity under sub-paragraph (b)(i) or (c)(iv) above (the "Indemnitee") receives notice of a claim or demand made by any person other than Supplier or Customer against it (a "Third-Party Claim"), the Indemnitee shall promptly, but in no event less than fifteen (15) days after becoming aware of any claims, demands, actions or proceedings for which it will be seeking indemnification, give written notice to the party obligated to indemnify under such sub-paragraph (the "Indemnitor"), provided that the failure to provide such notice will only affect the Indemnitor's liability to the extent that the Indemnitor suffers damage or injury as a result of the failure to give such prompt notice. Thereafter, the Indemnitee shall deliver to the Indemnitor, within five (5) business days after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim.

(ii) The Indemnitor's indemnity obligations will be secondary to any applicable insurance coverage or indemnities from third parties. In addition, the Indemnitor's indemnity does not include any losses, liabilities, claims or damages or expenses to the extent the same are determined in a final, non-appealable judgment of a court of competent jurisdiction to have arisen from the gross negligence or willful misconduct of Indemnitee.

(iii) The Indemnitor will have the right, at its expense, to assume the defense thereof (retaining counsel of its choosing) and the Indemnitor will have the right to settle any such Third Party Claim, provided that if the Indemnitor shall control the defense of any such claim, the Indemnitor shall obtain the prior written consent of the Indemnitee (which shall not be unreasonably withheld) before entering into any settlement of such claim or ceasing to defend such claim provided that, if such consent is withheld or delayed, the Indemnified Party shall be liable for all costs and expenses in excess of the proposed settlement or compromise amount. Notwithstanding the foregoing, the Indemnitee shall have the right to pay, settle or compromise any such claim, action or suit, provided that, in such event the Indemnitee shall waive any right to indemnity in connection with any such claim hereunder. Indemnitee may, but is not required to engage a single firm of separate counsel of its choice in connection with any matters to which the Indemnitor's indemnification relates, provided that the Indemnitor will at no time be obligated to pay for more than one firm on behalf of the Indemnitee.

(iv) Notwithstanding the foregoing, the Indemnitor shall not be entitled to assume control of the defense of a Third Party Claim and shall pay the

fees and expenses of counsel retained by the Indemnitee if (1) the claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (2) the claim primarily seeks an injunction or other equitable relief against the Indemnitee; or (3) upon petition by the Indemnitee, the appropriate court rules that the Indemnitor failed or is failing to vigorously prosecute or defend such claim.

(v) The Indemnitee shall: (1) refrain from taking action that has a material adverse impact on the defense of such claim; (2) cooperate with the defense of any claims made hereunder at the Indemnitor's cost and expense; and (3) upon the Indemnitor's request, provide reasonable assistance to the Indemnitor (at the Indemnitor's cost and expense) in the defense of such claim.

(iv) This subsection shall survive termination or expiration of this Agreement.

(f) Specific Performance. IN CONNECTION WITH ANY ACTION OR PROCEEDING TO ENFORCE THE RIGHT OF ACCESS, SUPPLIER ACKNOWLEDGES THAT CUSTOMER MAY NOT HAVE AN ADEQUATE REMEDY AT LAW, THAT THE OPERATING ASSETS AND THE REAL ESTATE ARE UNIQUE AND THAT CUSTOMER WILL BE ENTITLED TO SPECIFIC PERFORMANCE OF SUPPLIER'S OBLIGATIONS TO AFFORD CUSTOMER THE RIGHT OF ACCESS UNDER THIS AGREEMENT.

(g) Appointment of Receiver. In the event that the Bankruptcy Case is dismissed, in addition to any rights and remedies Customer may have as a secured creditor under the terms of this Agreement or any other agreement between Customer and Supplier, Customer shall have the right to seek the appointment of a receiver (which is not a competitor of Supplier) to effectuate the Right of Access. In connection with any hearing on the appointment of a receiver, Supplier agrees that 24 hours' notice of any request for a hearing on such appointment shall be adequate notice.

(h) Irreparable Harm; Limitation of Notice. SUPPLIER ACKNOWLEDGES THAT CUSTOMER WILL SUFFER IRREPARABLE HARM IF CUSTOMER INVOKES THE RIGHT OF ACCESS AND SUPPLIER FAILS TO COOPERATE WITH CUSTOMER IN ALLOWING CUSTOMER TO EXERCISE THE RIGHT OF ACCESS UNDER THIS AGREEMENT. ACCORDINGLY, PROVIDED THAT SUPPLIER RECEIVES 24 HOURS' NOTICE OF ANY REQUEST FOR HEARINGS IN CONNECTION WITH PROCEEDINGS INSTITUTED BY CUSTOMER, SUPPLIER WAIVES, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, THE RIGHT TO NOTICE IN EXCESS OF 24 HOURS IN CONNECTION WITH ANY JUDICIAL PROCEEDINGS INSTITUTED BY CUSTOMER TO ENFORCE THE RIGHT OF ACCESS.

4. **Rights of Customer; Limitations on Customer's Obligations**. Unless Customer exercises the Right of Access, in which case Customer will have the obligations outlined in this Agreement, Customer will not have any obligation or liability by reason of or arising out of this Agreement. In addition, regardless of whether Customer exercises the Right of Access, as specifically provided in this Agreement, Customer will not be required or obligated in any manner to perform or fulfill any of the obligations of Supplier.

5. **Bankruptcy Court Approvals**. Supplier will exercise its reasonable commercial efforts, in good faith, to obtain entry of a final order of the Bankruptcy Court, confirming Customer's rights under this Agreement and authorizing Supplier to enter into same, which order shall be sought contemporaneous with the order approving the Accommodation Agreement.

6. **Remedies**. Upon an Event of Default, Customer will have all rights and remedies provided in this Agreement, in any other agreements with Supplier, and all rights and remedies available under applicable law. Supplier waives any right it may have to require Customer to foreclose its security interests or mortgages and/or reduce the Obligations to a monetary sum. If Customer exercises the Right of Access, Customer will be treated as a secured party in possession and Customer's use and occupancy of the Operating Assets and Real Estate will not be deemed to be acceptance of such assets in satisfaction of the Obligations. Further, all of Customer's rights and remedies under this Agreement are cumulative and not exclusive of any rights and remedies under any other agreement or under applicable law or at equity.

7. **Representations and Warranties**. Supplier represents and warrants to Customer that, except for customary permitted liens, Supplier owns the Operating Assets and Real Estate free and clear of any and all liens, security interests, or claims of others.

8. **Covenants**. Supplier covenants and agrees with Customer that from and after the date of this Agreement until the Obligations are fully performed:

(a) Further Documentation. At any time and from time to time, upon the written request of Customer, and at Supplier's sole expense, Supplier will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Customer may reasonably request for the purpose of obtaining the full benefits of this Agreement and of the rights and powers herein granted. Further, Supplier hereby grants Customer a power of attorney solely for the purpose of executing on Supplier's behalf and filing necessary registrations or financing or continuation statements under the Code to perfect the security interests and mortgages granted hereby.

(b) Sales or Dispositions of Assets; Certain Uses Prohibited. Except as provided in the Accommodation Agreement or the APA, Supplier will not sell or otherwise dispose of the Operating Assets or the Real Estate except in the ordinary course of business, without the written consent of Customer, which consent will not be unreasonably withheld. Further, Supplier will not use any of the Operating Assets or the Real Estate in any way which would materially adversely affect Customer's Right of Access or Customer's other rights and remedies under this Agreement.

(c) Limitations on Modifications of Agreements, etc. Except as provided in the Accommodation Agreement or the APA, Supplier will not: (i) amend, modify, terminate, or waive any provision of any Contract, or enter into any Contract, which might materially adversely affect Customer's Right of Access; or (ii) fail to exercise promptly and diligently each and every right which it may have under each Contract in any manner which could materially adversely affect Customer's Right of Access or Customer's other rights or remedies under this Agreement.

(d) Maintenance of Insurance. So long as the Facility has not been fully exited or sold, Supplier will, at its expense, keep and maintain the Operating Assets and the

Real Estate reasonably insured against all risk of loss or damage from fire, theft, malicious mischief, explosion, sprinklers, and all other hazards or risks of physical damage included within the meaning of the term "extended coverage" in amounts as have been historically insured against by Supplier. Supplier will furnish Customer evidence of said insurance, but Customer will not be named as an additional insured or loss payee.

(e) Notice of Default. Supplier will provide prompt notice to Customer of its or its attorneys' or agents' receipt of any notice of default received from a creditor that holds an interest in the Operating Assets or Real Estate or from any lessor of any Operating Assets or the Real Estate, including but not limited to taxing authorities and the landlord to the Facilities. Supplier hereby grants to Customer the option, but not the obligation, to exercise whatever rights to cure defaults that Supplier has under such agreements or by law, and agrees that Customer may set off amounts of such cure against any amounts owing from Customer to Supplier.

(f) Right of Inspection; Cooperation. Customer has the same rights of access and inspection as provided in the Accommodation Agreement.

9. **Secured Party and Lessor Acknowledgments**.

(a) Supplier shall provide notice of the motion approving the Accommodation Agreement and this Agreement to all parties known to have a lien on the assets subject of the this Agreement. The order approving the Accommodation Agreement and this Agreement shall be reasonably acceptable to Customer and shall provide that any parties with liens, claims, or interests on the subject property shall (i) not impair Customer's rights under this Agreement or (ii) be otherwise deemed to have consented to Customer's rights with respect to the subject property.

(b) If, subsequent to execution of this Agreement, Supplier intends to grant additional or further security interests, liens or mortgages in the Operating Assets or the Real Estate to any additional parties (including in connection with any DIP financing in the Bankruptcy Case), Supplier must deliver to Customer an acknowledgment from such secured creditors, mortgagees, and/or lessees in a form to be agreed upon by the parties.

10. **Term.** The Term of this Agreement shall be the Term set forth in the Accommodation Agreement provided that if Customer has, following the occurrence of an Event of Default, exercised the Right of Access as to a Facility prior to expiration of the termination of this Agreement, this Agreement shall terminate upon the last day of the Access Period as to each Facility that Customer has exercised the Right of Access. The lien and security interest granted in section 2 above shall be released and discharged upon the expiration or termination of this Agreement and Customer shall promptly file any documentation necessary to release and discharge such lien and security interest.

11. **Confidential Information and Data**. Without limiting Customer's rights under this Agreement, to the extent the Operating Assets include or Customer or its designee(s) otherwise come into possession of or become aware of, Supplier's trade secrets or proprietary information during the exercise of the Right of Access, Customer shall, except as required by applicable law, keep the information, data, and trade secrets confidential.

12. **Severability**. If any part of this Agreement is for any reason found to be unenforceable, all other parts of this Agreement nevertheless remain enforceable.

13. **Organizational Power; Authorization**. The parties hereto have all organizational power and authority to enter into this Agreement and to carry out their respective obligations hereunder. The execution and delivery of this Agreement and the performance of each party's obligations hereunder have been duly authorized by such party's governing body, and no other proceedings on the part of such party will be necessary to authorize such execution, delivery and performance. This Agreement has been duly executed and delivered by each party hereto and constitutes a valid and binding obligation of each party, enforceable against it in accordance with its terms.

14. **Section Headings**. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation of this Agreement. All references to Sections, Schedules, and Exhibits are to Sections, Schedules, and Exhibits in or to this Agreement unless otherwise specified.

15. **No Waiver; Cumulative Remedies**. Customer will not by any act, delay, indulgence, omission, or otherwise be deemed to have waived any right or remedy under this Agreement or of any breach of the terms and conditions of this Agreement. A waiver by Customer of any right or remedy under this Agreement on any one occasion will not be construed as a bar to any right or remedy which Customer would otherwise have had on a subsequent occasion. No failure to exercise nor any delay in exercising on the part of Customer any right, power, or privilege under this Agreement, will operate as a waiver, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative, may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by any other agreements or applicable law or at equity, except as otherwise provided by this Agreement.

16. **Waivers and Amendments; Successors and Assigns**. No term or provision of this Agreement may be waived, altered, modified, or amended except by a written instrument, duly executed by Supplier and Customer. This Agreement and all of Supplier's obligations are binding upon the successors and assigns of Supplier, and together with the rights and remedies of Customer under this Agreement, inure to the benefit of Customer, and its successors and assigns; provided, however, that each party must obtain the prior written consent of the other to assign or transfer, directly or indirectly, any of its rights or obligations under this Agreement.

17. **Governing Law and Forum**. This Agreement will be governed by, and must be construed in accordance with, the laws of the state of Delaware, without giving effect to its conflicts of laws principles. Until the effective date of any plan filed by Supplier and confirmed by the Bankruptcy Court (the "Plan"), jurisdiction and venue will lie exclusively in the Bankruptcy Court and any of its courts of appeal. Each party waives any objection to the exercise of jurisdiction over it by the Bankruptcy Court. Notwithstanding the foregoing, the Purchase Orders will continue to be governed by the laws provided for in the applicable Purchase Orders.

18. **Notices**. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by receipted overnight delivery, or five (5) Business Days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as set forth below until changed by notice in the manner described above:

If to Supplier:

Michael Sharnas
Visteon Corporation
One Village Center Drive
Van Buren Township, MI 48111
Fax: (734) 736-5560
Email: msharnas@visteon.com

With copy to:

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

- and -

Dickinson Wright PLLC
301 E. Liberty Street, Suite 500
Ann Arbor, MI 48104
Attention: Michael C. Hammer
Fax: (734) 623-1625
Email: mhammer@dickinsonwright.com

If given to Nissan:

Nissan North America, Inc.
One Nissan Way
Franklin, Tennessee 37068
Attn: Cal Vickers
Fax: (615) 967-3451

with a copy to:

Nissan North America, Inc.
One Nissan Way
Franklin, Tennessee 37068
Attn: Dan Nugent, Senior Counsel
Fax: (615) 967-3451

and a copy to:

Michael R. Paslay, Esq.
Eric B. Schultenover, Esq.
Waller, Lansden, Dortch & Davis, LLP
Nashville City Center, Suite 2700
511 Union Street
Nashville, Tennessee 37219
Fax: (615) 244-6804
mpaslay@wallerlaw.com
eschultenover@wallerlaw.com

and a copy to:

Kevin Crumbo
Kraft Corporate Recovery Services, LLC
555 Great Circle Road, Suite 200
Nashville, Tennessee 37228
Fax: (615) 782-4271
kcrumbo@kraftcpas.com

19. **No Intended Third Party Beneficiary**. The terms and provisions of this Agreement are intended solely for the benefit of Customer and Supplier and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

20. **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts will be construed together to constitute one instrument. The parties agree that their respective signatures may be delivered by fax or email and that fax or email signatures so delivered will be treated as originals for all purposes.

21. **Entire Agreement; Conflicts**. This Agreement, together with any other documents executed in connection with it, constitutes the entire understanding of the parties in connection with the subject matter hereof and thereof. There are no written or oral representations or understandings that are not fully expressed in this Agreement or one of the other documents executed in connection with this Agreement. The terms and conditions of the Accommodation Agreement will be unaffected by this Agreement except to the extent that an inconsistency or conflict exists between the express terms of the Accommodation Agreement and this Agreement in which event the terms of this Agreement will govern and control. To the extent any term or condition of this Agreement is inconsistent or in conflict with the terms of any other agreements between the parties, the terms of this Agreement will govern and control.

22. **CONSULTATION WITH COUNSEL. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE EXECUTING THIS AGREEMENT AND ARE EXECUTING THIS AGREEMENT WITHOUT RELIANCE ON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES AND COMMITMENTS SET FORTH IN THIS AGREEMENT.**

23. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.**

[signatures on next page]

NISSAN NORTH AMERICA, INC

By: _____

Its:_____
an authorized representative

VISTEON CORPORATION, on behalf of itself and each of the other Debtors in Visteon's Bankruptcy Case

By: _____

Its:_____
an authorized representative

Schedule 1
Access Fee

Plant	Monthly Access Fee
Altec	$19,500
Canton	$17,300
Carplastic	$1,300
Coclisa	$78,400
La Vergne	$3,600
Smyrna	$4,100
Tuscaloosa	$11,400

EXHIBIT F

ACCESS AND SECURITY AGREEMENT

Visteon Corporation, on behalf of itself and its debtor and non-debtor affiliates and subsidiaries (collectively, "Supplier"), and Nissan North America, Inc. ("Customer"), enter into this Access and Security Agreement ("Agreement") as of October 22, 2009.

RECITALS

A. Pursuant to various purchase orders, and releases thereunder issued by Customer and accepted by Supplier and Supplier's non-debtor affiliates (collectively, the "Purchase Orders"), Customer has ordered or will order components and sub-component parts or assemblies from Supplier or from Supplier's non-debtor subsidiaries as set forth in the Purchase Orders (the "Component Parts").

B. On May 28, 2009 (the "Petition Date"), Supplier and several of its affiliates filed for relief under Chapter 11 of the Bankruptcy Code (the "Bankruptcy Code")in the United States Bankruptcy Court for the District of Delaware ("Bankruptcy Court") in a case styled In re Visteon Corporation, et al., Case No. 09-11786 (jointly administered) ("Bankruptcy Case").

C. Supplier has determined that, under the present circumstances, it is in the best interests of Supplier, its customers, creditors and other stakeholders to restructure its business operations and capital structure.

D. To facilitate that process, Supplier and Customer have executed that certain Accommodation Agreement of even date herewith (the "Accommodation Agreement") and that certain Asset Purchase Agreement of the approximate even date herewith (the "APA") for the purchase of certain assets located at certain of the Facilities (defined below).

E. The parties are entering into this Agreement to, among other things, afford Customer the right to use certain of Supplier's assets at the Facilities as provided herein upon an Event of Default.

BASED UPON THE FOREGOING RECITALS and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **Defined Terms**. In addition to those terms defined elsewhere in this Agreement, the following terms have the indicated meanings:

"Accounts" means any "account" or "chattel paper," as defined in Sections 9-102(a)(2) and 9-102(a)(11), respectively, of the "Code" (defined below), owned now or hereafter by Supplier, and also means and includes (i) all accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances, payments under leases and other forms of obligations, now owned or hereafter received or acquired by or belonging or owing to Supplier (including under any trade name, styles, or division thereof) whether arising out of goods sold or leased or services rendered by Supplier or from any other transaction, whether or not the same involves the sale of goods or services by Supplier (including, without limitation, any such payment obligation or right to payment which might be characterized as an account, contract

right, general intangible, or chattel paper under the Code in effect in any jurisdiction); (ii) all monies due to or to become due to Supplier under all contracts for the sale or lease of goods or the performance of services by Supplier (whether or not yet earned by performance on the part of Supplier) now in existence or hereafter arising; and (iii) deposit accounts, insurance refunds, tax refunds, tax refund claims and related cash and cash equivalents, now owned or hereafter received or acquired by or belonging or owing to Supplier.

"Code" means the Uniform Commercial Code as in effect in the State of Delaware as of the date of this Agreement.

"Contract Rights" means all rights of Supplier (including to payment) under each "Contract" (defined below).

"Contracts" or individually, a "Contract," means any licensing agreements and any and all other contracts, supply agreements, or other agreements used in or related to the manufacture, production or assembly of Component Parts and in or under which Supplier may now or hereafter have any right, title, or interest and which pertain to the lease, sale, or other disposition by Supplier of "Equipment" (defined below), "Inventory" (defined below), fixtures, real property, or the right to use or acquire personal property, as any of the same may from time to time be amended, supplemented, or otherwise modified.

"Documents" means all "documents" as defined in Section 9-102(a)(30) of the Code.

"Equipment" means any "equipment," as that term is defined in Section 9-102(a)(33) of the Code, now or hereafter owned by Supplier, which is used in or related to the manufacture, production or assembly of Component Parts, and will also mean and include all such machinery, equipment, vehicles, furnishings, and fixtures (as such terms are defined in Section 9-102(a)(41) of the Code) now owned or hereafter acquired by Supplier, including, without limitation, all items of machinery and equipment of any kind, nature and description, whether affixed to real property or not, as well as all additions to, substitutions for, replacements of or accessions to any of the foregoing items and all attachments, components, parts (including spare parts), and accessories whether installed thereon or affixed thereto in each case only if and to the extent used in or related to the manufacture of Component Parts.

"Event of Default" will mean the occurrence of an "Event of Default" under the Accommodation Agreement.

"Facilities" means Supplier's facilities identified on Schedule 1.

"General Intangibles" means all "general intangibles," as such term is defined in Section 9-102(a)(42) of the Code, now or hereafter owned by Supplier, which are used in or related to the manufacture, production or assembly of Component Parts, including, without limitation, customer lists, rights in intellectual property, goodwill, trade names, service marks, trade secrets, patents, trademarks, copyrights, applications therefore, permits, licenses, now owned or hereafter acquired by Supplier, but excluding items described in the definition of Accounts.

"Instruments" means all "instruments," as defined in Section 9-102(a)(47) of the Code.

"Intellectual Property" means as defined in the Accommodation Agreement.

"Inventory" means any "inventory," as that term is defined in Section 9-102(a)(48) of the Code, wherever located, now owned or hereafter acquired by Supplier or in which Supplier now has or hereafter may acquire any right, title or interest including, without limitation, all goods and other personal property now or hereafter owned by Supplier which are leased or held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the manufacture of Component Parts, or in the processing, packaging or shipping of the same, and all finished goods.

"Lenders" means:

(a) Ford Motor Company, in its capacity as a "Lender" under the Credit Agreement, dated as of August 14, 2006, among the Visteon and certain of its subsidiaries, as borrowers, Ford Motor Company, as sole lender, and The Bank of New York Mellon, as successor to JPMorgan Chase Bank, N.A., as administrative agent; and

(b) The lenders party to the Credit Agreement, dated as of June 13, 2006, among Visteon, the lenders party thereto, Wilmington Trust Company, as successor of JPMorgan Chase Bank, N.A., as administrative agent, and any successor in such capacity, and the other agents party thereto, as amended, restated, supplemented or modified from time to time.

"Obligations" means the obligation of Supplier to provide Customer or its designee(s) the "Right of Access" (defined below).

"Operating Assets" means all assets necessary or helpful for or incidental to production of Component Parts located at a Facility, including Equipment, Real Estate, Contract Rights and General Intangibles, but specifically excluding any Accounts, Inventory, Documents, Instruments, chattel paper and "Proceeds" (defined below) of such excluded items and "Proceeds" of General Intangibles.

"Proceeds" has the meaning provided it under Section 9-102(a)(64) of the Code and, in any event, will include, but not be limited to: (i) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to Supplier from time to time with respect to any of the Operating Assets or Real Estate; (ii) any and all payments (in any form whatsoever) made or due and payable to Supplier from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Operating Assets or Real Estate by any governmental body, authority, bureau, or agency (or any Person acting under color of governmental authority); and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Operating Assets or Real Estate.

"Real Estate" means the real property associated with the Facilities.

2. **Grant of Liens and Security Interests**. As collateral security for the Obligations, Supplier hereby grants to Customer (i) continuing liens and security interests in the Operating Assets and mortgages on the Real Estate, whether now owned or hereafter acquired by Supplier, or in which Supplier now has or at any time in the future may acquire any right, title or interest, and (ii) to the extent not otherwise owned or validly licensed to Customer free and clear of any liens, claims, and encumbrances, security interests and liens on, and collateral assignments of, the Intellectual Property used in, related to or necessary for the production of Component Parts (collectively, the "Collateral"). Further, Supplier hereby grants Customer

permission to file any financing statements and/or mortgages deemed necessary by Customer to perfect the security interests and mortgages granted hereby. The security interests and mortgages granted to Customer pursuant to this Agreement to secure the Obligations are junior to the liens, security interests and mortgages granted to the Lenders in all respects but in all cases the Lenders' exercise of their rights and remedies with respect to their liens and security interests against the Operating Assets and mortgages on the Real Estate are subject to the terms of this Agreement. The Lenders may take any necessary action to protect their rights in the Collateral, conditioned upon such action not impairing Customer's "Right of Access" (as defined below). Customer's rights as a secured creditor and mortgagee under this Agreement will be strictly limited to enforcing the Right of Access.

3. **Right of Access**.

(a) General. Upon an Event of Default, provided that Customer (i) has complied and continues to comply with this Agreement and the Accommodation Agreement; and (ii) pays all undisputed[1] amounts then owed to Supplier, including accounts payable and amounts owed under the APA and the Accommodation Agreement, Customer will have a right, but not an obligation, to use and occupy the Operating Assets and Real Estate to manufacture, process and/or ship Component Parts (the "Right of Access") for a period of up to 180 days (the "Access Period") from the date Customer provides the written notice referenced below. During the Term, Customer may invoke the Right of Access at any one or more of the Facilities after the occurrence of an Event of Default by delivering written notice to Supplier indicating its intention to invoke the Right of Access. Customer may later invoke the Right of Access at one or more additional Facilities by delivering written notice to Supplier indicating its intention to invoke the Right of Access. Customer will have no right to sell, transfer, or dispose of the Operating Assets or the Real Estate as part of the Right of Access.

(b) Customer's Obligations. In lieu of payment for Component Parts produced after exercise of the Right of Access, Customer will, as to each Facility at which Customer has exercised the Right of Access:

(i) use such reasonable care toward preservation of the Operating Assets and Real Estate as a prudent owner would use in connection with the custody and preservation of its own assets, and indemnify, defend and hold harmless Supplier, its officers and directors, from any physical damage to property, including, without limitation, the Operating Assets and Real Estate, or physical injury suffered by third parties caused by or arising out of Customer's or its designee's use of the Operating Assets and Real Estate during the Access Period, including any and all costs, expenses (including all court costs and reasonable attorneys' fees) damages, liabilities and claims; provided, however, the foregoing indemnity obligations will not apply to claims arising out of or related to conditions which existed or events that occurred before the Access Period. Customer's obligations under this section will survive termination or early expiration of this Agreement and the Right of Access.

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1 With respect to any disputed amounts claimed by Supplier, Customer agrees that such disputed amounts shall be deposited with a third party escrow agent agreed upon by both parties and that Supplier and Customer shall negotiate in good faith for thirty (30) days (the "Negotiation Period") in an attempt to resolve the open disputes. If after the Negotiation Period, the parties are unable to resolve the disputes, the matter shall be submitted to the Bankruptcy Court for adjudication.

(ii) insure and maintain the Operating Assets and Real Estate in the same condition as existed on the date Customer exercised the Right of Access, ordinary wear and tear excepted.

(iii) pay the costs and expenses accrued from and after the first day of the Access Period and incurred in connection with the manufacturing of Component Parts during the Access Period, including, without limitation, material expense, supplier premiums and hostage payments, utilities and other overhead expenses, including the allocable share of corporate overhead for the applicable Facility, and prorated property taxes and assessments attributable to the Operating Assets and Real Estate.

(iv) pay a nonrefundable monthly access fee, in cash, in advance on the first day of the Access Period and, thereafter, the first business day of each calendar month of the Access Period, in the amounts set forth on Schedule 1.

(v) timely pay all undisputed amounts due under the Accommodation Agreement and/or the APA and escrow all disputed amounts as provided for in paragraph 3(a) above.

(vi) subject to Customer's right to use and occupy the Operating Assets and Real Estate during the Access Period, afford Supplier's representatives (and representatives of the Lenders, secured creditors or mortgagees of the Operating Assets and/or Real Estate) reasonable access to the Operating Assets and the Real Estate for any reasonable business purpose.

(vii) subject to (a) Supplier's other customers agreeing to make payment to Customer or its designee(s), as applicable, on account of its allocable share of overhead and related expenses and all direct expenses related to such other customer's production; (b) Supplier making the necessary tangible personal property available for use during the Access Period; and (c) Supplier providing Customer or its designee an appropriate license for any intellectual property necessary or helpful in the production or parts for such customer, Customer agrees, for itself and its designee(s), to produce parts for such other customers during the Access Period or to provide the other customers access provided such customers do not interfere with the production of Customer's Component Parts.

(viii) observe all applicable laws, rules, regulations, and ordinances relating to the use, operation, and occupancy of the Operating Assets or the Real Estate;

(ix) at the end of the Access Period, leave the Operating Assets and Real Estate in a safe and secure state and in the same condition that the Operating Assets and Real Estate were in prior to the exercise of the Right of Access, ordinary wear and tear excepted.

(c) Supplier's Obligations. If Customer invokes the Right of Access, Supplier will comply with the following as to each Facility in which the Right of Access is invoked:

(i) At Customer's election and in its sole discretion, Supplier will use its commercially reasonable efforts to continue to employ those of its employees which Customer determines are necessary to maintain production of Component Parts (the "Employees") and in turn lease the Employees to Customer, and Customer or its designee(s) will reimburse Supplier for all costs and expenses relating to Supplier's employment of the Employees incurred during the Access Period. Without limiting the generality of the foregoing, Customer or its designee(s) will reimburse Supplier all amounts incurred by Supplier to meet its regular payroll obligations, including salaries, wages, overtime, payroll taxes, workers' compensation, unemployment insurance, disability insurance, welfare, pension contributions, and other payments and contributions with respect to the Employees which are accrued from and after the first day of the Access Period or incurred during the Access Period, but in no event will the Customer be liable for any costs for unfunded pension liability, actuarial liability, past service unfunded actuarial liability or solvency or other deficiency relating to any pension plan, retiree medical plan, OPEB obligation or other obligations relating to service prior to the time the Customer exercised the Right of Access. Notwithstanding the foregoing, under no circumstances will the Customer be responsible for reimbursing the Supplier for costs and expenses relating to the Supplier's employment of the Employees to the extent the Employees are performing services unrelated to the production of the Customer's Component Parts.

(ii) During the Access Period, Supplier will not increase compensation or benefits of the Employees without the consent of Customer, except as may be required by applicable law or contract or provided by Court Order.

(iii) Contingent upon sufficient liquidity, during the Access Period, Supplier will continue, as requested by Customer, to provide any necessary services provided by Supplier to the Facilities before the exercise of the Right of Access. Customer will pay Supplier the value of such services on the same accelerated payment terms set forth in the Accommodation Agreement.

(iv) Supplier will indemnify, defend and hold Customer, its designee(s) and its employees and agents harmless of, from and against any and all costs, expenses (including all court costs and reasonable attorneys' fees), losses, damages, liabilities or injury arising from claims or liabilities arising or accruing as a result of Supplier's activities and operations before the date of Customer's exercise of the Right of Access, regardless of when such claims are asserted. Supplier's indemnity obligations under this Section 3(c)(iv) will survive the expiration or any earlier termination of this Agreement.

(v) During the Access Period, Supplier agrees that Customer and its agents and representatives will have reasonable access to Supplier's books and records for the purposes of confirming and calculating the amounts due, if any, from Customer under this Agreement.

(d) Right to Terminate. Customer will have the absolute right to terminate the Right of Access as to any Facility upon eight (8) business days written notice to Supplier. Upon expiration of such notice period, the Access Period will terminate as to such Facility and but Customer's obligation to pay amounts payable under this Agreement or the Accommodation Agreement will survive such termination.

(e) Indemnification.

(i) To the extent Customer or Supplier is entitled to indemnity under sub-paragraph (b)(i) or (c)(iv) above (the "Indemnitee") receives notice of a claim or demand made by any person other than Supplier or Customer against it (a "Third-Party Claim"), the Indemnitee shall promptly, but in no event less than fifteen (15) days after becoming aware of any claims, demands, actions or proceedings for which it will be seeking indemnification, give written notice to the party obligated to indemnify under such sub-paragraph (the "Indemnitor"), provided that the failure to provide such notice will only affect the Indemnitor's liability to the extent that the Indemnitor suffers damage or injury as a result of the failure to give such prompt notice. Thereafter, the Indemnitee shall deliver to the Indemnitor, within five (5) business days after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim.

(ii) The Indemnitor's indemnity obligations will be secondary to any applicable insurance coverage or indemnities from third parties. In addition, the Indemnitor's indemnity does not include any losses, liabilities, claims or damages or expenses to the extent the same are determined in a final, non-appealable judgment of a court of competent jurisdiction to have arisen from the gross negligence or willful misconduct of Indemnitee.

(iii) The Indemnitor will have the right, at its expense, to assume the defense thereof (retaining counsel of its choosing) and the Indemnitor will have the right to settle any such Third Party Claim, provided that if the Indemnitor shall control the defense of any such claim, the Indemnitor shall obtain the prior written consent of the Indemnitee (which shall not be unreasonably withheld) before entering into any settlement of such claim or ceasing to defend such claim provided that, if such consent is withheld or delayed, the Indemnified Party shall be liable for all costs and expenses in excess of the proposed settlement or compromise amount. Notwithstanding the foregoing, the Indemnitee shall have the right to pay, settle or compromise any such claim, action or suit, provided that, in such event the Indemnitee shall waive any right to indemnity in connection with any such claim hereunder. Indemnitee may, but is not required to engage a single firm of separate counsel of its choice in connection with any matters to which the Indemnitor's indemnification relates, provided that the Indemnitor will at no time be obligated to pay for more than one firm on behalf of the Indemnitee.

(iv) Notwithstanding the foregoing, the Indemnitor shall not be entitled to assume control of the defense of a Third Party Claim and shall pay the

fees and expenses of counsel retained by the Indemnitee if (1) the claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (2) the claim primarily seeks an injunction or other equitable relief against the Indemnitee; or (3) upon petition by the Indemnitee, the appropriate court rules that the Indemnitor failed or is failing to vigorously prosecute or defend such claim.

(v) The Indemnitee shall: (1) refrain from taking action that has a material adverse impact on the defense of such claim; (2) cooperate with the defense of any claims made hereunder at the Indemnitor's cost and expense; and (3) upon the Indemnitor's request, provide reasonable assistance to the Indemnitor (at the Indemnitor's cost and expense) in the defense of such claim.

(iv) This subsection shall survive termination or expiration of this Agreement.

(f) Specific Performance. IN CONNECTION WITH ANY ACTION OR PROCEEDING TO ENFORCE THE RIGHT OF ACCESS, SUPPLIER ACKNOWLEDGES THAT CUSTOMER MAY NOT HAVE AN ADEQUATE REMEDY AT LAW, THAT THE OPERATING ASSETS AND THE REAL ESTATE ARE UNIQUE AND THAT CUSTOMER WILL BE ENTITLED TO SPECIFIC PERFORMANCE OF SUPPLIER'S OBLIGATIONS TO AFFORD CUSTOMER THE RIGHT OF ACCESS UNDER THIS AGREEMENT.

(g) Appointment of Receiver. In the event that the Bankruptcy Case is dismissed, in addition to any rights and remedies Customer may have as a secured creditor under the terms of this Agreement or any other agreement between Customer and Supplier, Customer shall have the right to seek the appointment of a receiver (which is not a competitor of Supplier) to effectuate the Right of Access. In connection with any hearing on the appointment of a receiver, Supplier agrees that 24 hours' notice of any request for a hearing on such appointment shall be adequate notice.

(h) Irreparable Harm; Limitation of Notice. SUPPLIER ACKNOWLEDGES THAT CUSTOMER WILL SUFFER IRREPARABLE HARM IF CUSTOMER INVOKES THE RIGHT OF ACCESS AND SUPPLIER FAILS TO COOPERATE WITH CUSTOMER IN ALLOWING CUSTOMER TO EXERCISE THE RIGHT OF ACCESS UNDER THIS AGREEMENT. ACCORDINGLY, PROVIDED THAT SUPPLIER RECEIVES 24 HOURS' NOTICE OF ANY REQUEST FOR HEARINGS IN CONNECTION WITH PROCEEDINGS INSTITUTED BY CUSTOMER, SUPPLIER WAIVES, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, THE RIGHT TO NOTICE IN EXCESS OF 24 HOURS IN CONNECTION WITH ANY JUDICIAL PROCEEDINGS INSTITUTED BY CUSTOMER TO ENFORCE THE RIGHT OF ACCESS.

4. **Rights of Customer; Limitations on Customer's Obligations**. Unless Customer exercises the Right of Access, in which case Customer will have the obligations outlined in this Agreement, Customer will not have any obligation or liability by reason of or arising out of this Agreement. In addition, regardless of whether Customer exercises the Right of Access, as specifically provided in this Agreement, Customer will not be required or obligated in any manner to perform or fulfill any of the obligations of Supplier.

5. **Bankruptcy Court Approvals**. Supplier will exercise its reasonable commercial efforts, in good faith, to obtain entry of a final order of the Bankruptcy Court, confirming Customer's rights under this Agreement and authorizing Supplier to enter into same, which order shall be sought contemporaneous with the order approving the Accommodation Agreement.

6. **Remedies**. Upon an Event of Default, Customer will have all rights and remedies provided in this Agreement, in any other agreements with Supplier, and all rights and remedies available under applicable law. Supplier waives any right it may have to require Customer to foreclose its security interests or mortgages and/or reduce the Obligations to a monetary sum. If Customer exercises the Right of Access, Customer will be treated as a secured party in possession and Customer's use and occupancy of the Operating Assets and Real Estate will not be deemed to be acceptance of such assets in satisfaction of the Obligations. Further, all of Customer's rights and remedies under this Agreement are cumulative and not exclusive of any rights and remedies under any other agreement or under applicable law or at equity.

7. **Representations and Warranties**. Supplier represents and warrants to Customer that, except for customary permitted liens, Supplier owns the Operating Assets and Real Estate free and clear of any and all liens, security interests, or claims of others.

8. **Covenants**. Supplier covenants and agrees with Customer that from and after the date of this Agreement until the Obligations are fully performed:

(a) Further Documentation. At any time and from time to time, upon the written request of Customer, and at Supplier's sole expense, Supplier will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Customer may reasonably request for the purpose of obtaining the full benefits of this Agreement and of the rights and powers herein granted. Further, Supplier hereby grants Customer a power of attorney solely for the purpose of executing on Supplier's behalf and filing necessary registrations or financing or continuation statements under the Code to perfect the security interests and mortgages granted hereby.

(b) Sales or Dispositions of Assets; Certain Uses Prohibited. Except as provided in the Accommodation Agreement or the APA, Supplier will not sell or otherwise dispose of the Operating Assets or the Real Estate except in the ordinary course of business, without the written consent of Customer, which consent will not be unreasonably withheld. Further, Supplier will not use any of the Operating Assets or the Real Estate in any way which would materially adversely affect Customer's Right of Access or Customer's other rights and remedies under this Agreement.

(c) Limitations on Modifications of Agreements, etc. Except as provided in the Accommodation Agreement or the APA, Supplier will not: (i) amend, modify, terminate, or waive any provision of any Contract, or enter into any Contract, which might materially adversely affect Customer's Right of Access; or (ii) fail to exercise promptly and diligently each and every right which it may have under each Contract in any manner which could materially adversely affect Customer's Right of Access or Customer's other rights or remedies under this Agreement.

(d) Maintenance of Insurance. So long as the Facility has not been fully exited or sold, Supplier will, at its expense, keep and maintain the Operating Assets and the

Real Estate reasonably insured against all risk of loss or damage from fire, theft, malicious mischief, explosion, sprinklers, and all other hazards or risks of physical damage included within the meaning of the term "extended coverage" in amounts as have been historically insured against by Supplier. Supplier will furnish Customer evidence of said insurance, but Customer will not be named as an additional insured or loss payee.

(e) Notice of Default. Supplier will provide prompt notice to Customer of its or its attorneys' or agents' receipt of any notice of default received from a creditor that holds an interest in the Operating Assets or Real Estate or from any lessor of any Operating Assets or the Real Estate, including but not limited to taxing authorities and the landlord to the Facilities. Supplier hereby grants to Customer the option, but not the obligation, to exercise whatever rights to cure defaults that Supplier has under such agreements or by law, and agrees that Customer may set off amounts of such cure against any amounts owing from Customer to Supplier.

(f) Right of Inspection; Cooperation. Customer has the same rights of access and inspection as provided in the Accommodation Agreement.

9. **Secured Party and Lessor Acknowledgments**.

(a) Supplier shall provide notice of the motion approving the Accommodation Agreement and this Agreement to all parties known to have a lien on the assets subject of the this Agreement. The order approving the Accommodation Agreement and this Agreement shall be reasonably acceptable to Customer and shall provide that any parties with liens, claims, or interests on the subject property shall (i) not impair Customer's rights under this Agreement or (ii) be otherwise deemed to have consented to Customer's rights with respect to the subject property.

(b) If, subsequent to execution of this Agreement, Supplier intends to grant additional or further security interests, liens or mortgages in the Operating Assets or the Real Estate to any additional parties (including in connection with any DIP financing in the Bankruptcy Case), Supplier must deliver to Customer an acknowledgment from such secured creditors, mortgagees, and/or lessees in a form to be agreed upon by the parties.

10. **Term.** The Term of this Agreement shall be the Term set forth in the Accommodation Agreement provided that if Customer has, following the occurrence of an Event of Default, exercised the Right of Access as to a Facility prior to expiration of the termination of this Agreement, this Agreement shall terminate upon the last day of the Access Period as to each Facility that Customer has exercised the Right of Access. The lien and security interest granted in section 2 above shall be released and discharged upon the expiration or termination of this Agreement and Customer shall promptly file any documentation necessary to release and discharge such lien and security interest.

11. **Confidential Information and Data**. Without limiting Customer's rights under this Agreement, to the extent the Operating Assets include or Customer or its designee(s) otherwise come into possession of or become aware of, Supplier's trade secrets or proprietary information during the exercise of the Right of Access, Customer shall, except as required by applicable law, keep the information, data, and trade secrets confidential.

12. **Severability**. If any part of this Agreement is for any reason found to be unenforceable, all other parts of this Agreement nevertheless remain enforceable.

13. **Organizational Power; Authorization**. The parties hereto have all organizational power and authority to enter into this Agreement and to carry out their respective obligations hereunder. The execution and delivery of this Agreement and the performance of each party's obligations hereunder have been duly authorized by such party's governing body, and no other proceedings on the part of such party will be necessary to authorize such execution, delivery and performance. This Agreement has been duly executed and delivered by each party hereto and constitutes a valid and binding obligation of each party, enforceable against it in accordance with its terms.

14. **Section Headings**. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation of this Agreement. All references to Sections, Schedules, and Exhibits are to Sections, Schedules, and Exhibits in or to this Agreement unless otherwise specified.

15. **No Waiver; Cumulative Remedies**. Customer will not by any act, delay, indulgence, omission, or otherwise be deemed to have waived any right or remedy under this Agreement or of any breach of the terms and conditions of this Agreement. A waiver by Customer of any right or remedy under this Agreement on any one occasion will not be construed as a bar to any right or remedy which Customer would otherwise have had on a subsequent occasion. No failure to exercise nor any delay in exercising on the part of Customer any right, power, or privilege under this Agreement, will operate as a waiver, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative, may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by any other agreements or applicable law or at equity, except as otherwise provided by this Agreement.

16. **Waivers and Amendments; Successors and Assigns**. No term or provision of this Agreement may be waived, altered, modified, or amended except by a written instrument, duly executed by Supplier and Customer. This Agreement and all of Supplier's obligations are binding upon the successors and assigns of Supplier, and together with the rights and remedies of Customer under this Agreement, inure to the benefit of Customer, and its successors and assigns; provided, however, that each party must obtain the prior written consent of the other to assign or transfer, directly or indirectly, any of its rights or obligations under this Agreement.

17. **Governing Law and Forum**. This Agreement will be governed by, and must be construed in accordance with, the laws of the state of Delaware, without giving effect to its conflicts of laws principles. Until the effective date of any plan filed by Supplier and confirmed by the Bankruptcy Court (the "Plan"), jurisdiction and venue will lie exclusively in the Bankruptcy Court and any of its courts of appeal. Each party waives any objection to the exercise of jurisdiction over it by the Bankruptcy Court. Notwithstanding the foregoing, the Purchase Orders will continue to be governed by the laws provided for in the applicable Purchase Orders.

18. **Notices**. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by receipted overnight delivery, or five (5) Business Days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as set forth below until changed by notice in the manner described above:

If to Supplier:

Michael Sharnas
Visteon Corporation
One Village Center Drive
Van Buren Township, MI 48111
Fax: (734) 736-5560
Email: msharnas@visteon.com

With copy to:

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

- and -

Dickinson Wright PLLC
301 E. Liberty Street, Suite 500
Ann Arbor, MI 48104
Attention: Michael C. Hammer
Fax: (734) 623-1625
Email: mhammer@dickinsonwright.com

If given to Nissan:

Nissan North America, Inc.
One Nissan Way
Franklin, Tennessee 37068
Attn: Cal Vickers
Fax: (615) 967-3451

with a copy to:

Nissan North America, Inc.
One Nissan Way
Franklin, Tennessee 37068
Attn: Dan Nugent, Senior Counsel
Fax: (615) 967-3451

and a copy to:

Michael R. Paslay, Esq.
Eric B. Schultenover, Esq.
Waller, Lansden, Dortch & Davis, LLP
Nashville City Center, Suite 2700
511 Union Street
Nashville, Tennessee 37219
Fax: (615) 244-6804
mpaslay@wallerlaw.com
eschultenover@wallerlaw.com

and a copy to:

Kevin Crumbo
Kraft Corporate Recovery Services, LLC
555 Great Circle Road, Suite 200
Nashville, Tennessee 37228
Fax: (615) 782-4271
kcrumbo@kraftcpas.com

19. **No Intended Third Party Beneficiary**. The terms and provisions of this Agreement are intended solely for the benefit of Customer and Supplier and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

20. **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts will be construed together to constitute one instrument. The parties agree that their respective signatures may be delivered by fax or email and that fax or email signatures so delivered will be treated as originals for all purposes.

21. **Entire Agreement; Conflicts**. This Agreement, together with any other documents executed in connection with it, constitutes the entire understanding of the parties in connection with the subject matter hereof and thereof. There are no written or oral representations or understandings that are not fully expressed in this Agreement or one of the other documents executed in connection with this Agreement. The terms and conditions of the Accommodation Agreement will be unaffected by this Agreement except to the extent that an inconsistency or conflict exists between the express terms of the Accommodation Agreement and this Agreement in which event the terms of this Agreement will govern and control. To the extent any term or condition of this Agreement is inconsistent or in conflict with the terms of any other agreements between the parties, the terms of this Agreement will govern and control.

22. **CONSULTATION WITH COUNSEL. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE EXECUTING THIS AGREEMENT AND ARE EXECUTING THIS AGREEMENT WITHOUT RELIANCE ON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES AND COMMITMENTS SET FORTH IN THIS AGREEMENT.**

23. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.**

[signatures on next page]

NISSAN NORTH AMERICA, INC

By: _____

Its: _____
an authorized representative

VISTEON CORPORATION, on behalf of itself and each of the other Debtors in Visteon's Bankruptcy Case

By: _____

Its: _____
an authorized representative

Schedule 1
Access Fee

Plant	Monthly Access Fee
Altec	$19,500
Canton	$17,300
Carplastic	$1,300
Coclisa	$78,400
La Vergne	$3,600
Smyrna	$4,100
Tuscaloosa	$11,400

EXHIBIT G

[Transition Services Agreement - Redacted]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
VISTEON CORPORATION, et al.,[1]	)	Case No. 09-11786 (CSS)
Debtors.	)	Jointly Administered

NOTICE OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING (A) AN ASSET PURCHASE AGREEMENT FOR THE SALE OF CERTAIN ASSETS TO HARU HOLDINGS, LLC FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES; (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; (II) AUTHORIZING THE DEBTORS TO ENTER INTO AND IMPLEMENT ACCOMMODATION AGREEMENT AND RELATED AGREEMENTS; AND (III) GRANTING RELATED RELIEF

THE REQUESTED RELIEF MAY MATERIALLY AFFECT CERTAIN OF THE DEBTORS' LEASES AND EXECUTORY CONTRACTS. ANY NON-DEBTOR PARTY TO SUCH A LEASE OR EXECUTORY CONTRACT SHOULD REVIEW THIS MOTION AND THE EXHIBITS THERETO IN ORDER TO DETERMINE WHETHER SUCH RELIEF WOULD IMPACT THEIR PARTICULAR LEASE OR CONTRACT

[1] 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.

TO: (a) the Office of the United States Trustee; (b) counsel to the ad hoc group of lenders for the Debtors' senior secured term loan facility; (c) counsel for the administrative agent for the Debtors' senior secured term loan facility; (d) counsel for the administrative agent for the Debtors' revolving senior secured credit facility; (e) the indenture trustee for each of the Debtors' outstanding unsecured bond issuances; (f) the Committee; (g) known holders of liens against the Debtors; (h) lessors of the facilities subject to the access and security agreement; and (i) those parties requesting notice pursuant to Bankruptcy Rule 2002.

PLEASE TAKE NOTICE that on October 23, 2009, Visteon Corporation, together with its affiliated debtors and debtors in possession (collectively, the "Debtors"), in the above-captioned chapter 11 cases, filed the *Debtors' Motion for Entry of an Order (I) Approving (A) an Asset Purchase Agreement for the Sale of Certain Assets to Haru Holdings, LLC Free and Clear of Liens, Claims, and Encumbrances; (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 and Determining Cure; (II) Authorizing the Debtors to Enter Into and Implement Accommodation Agreement and Related Agreements; and (III) Granting Related Relief* (the "Motion") with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "Bankruptcy Court"). A true and correct copy of the Motion is attached hereto.

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 **November 5, 2009 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:[2] (a) counsel to the Debtors: (i) Laura Davis Jones, Esq.,

[2] These service requirements do not excuse any objecting party from complying with all relevant local rules, including, but not limited to, those pertaining to service of the objection.

Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705 (Courier 19801) and (ii) James H.M. Sprayregen, P.C., Marc Kieselstein, P.C., and James J. Mazza, Jr., Esq., Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654; (b) counsel to the Official Committee of Unsecured Creditors: (i) Robert J. Stark, Esq., Brown Rudnick LLP, Seven Times Square, New York, New York 10036; (ii) Jeremy B. Coffey, Esq., Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111; (iii) Howard L. Siegel, Esq., Brown Rudnick LLP, City Place I, Hartford, Connecticut 06103; and (iv) William P. Bowden, Esq., and Gregory A. Taylor, Esq., Ashby & Geddes, P.A., 500 Delaware Avenue, 8th Floor, Wilmington, Delaware 19801; and (c) United States Trustee: 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 **NOVEMBER 12, 2009 AT 2:00 P.M. PREVAILING EASTERN TIME** BEFORE THE HONORABLE CHRISTOPHER S. SONTCHI, UNITED STATES BANKRUPTCY JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5TH FLOOR, COURTROOM NO. 6, WILMINGTON, DELAWARE 19801.

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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: October 23, 2009

KIRKLAND & ELLIS LLP
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-and-

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Mark M. Billion
Laura Davis Jones (Bar No. 2436)
James E. O'Neill (Bar No. 4042)
Timothy P. Cairns (Bar No. 4228)
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Counsel for the Debtors and Debtors in Possession