

**FIFTH AMENDMENT TO INTELLECTUAL
PROPERTY CONTRIBUTION AGREEMENT**

This FIFTH AMENDMENT TO INTELLECTUAL PROPERTY CONTRIBUTION AGREEMENT ("**Amendment**") is made effective as of the Effective Date (defined below) and is among Visteon Corporation ("**Visteon**"), Visteon Global Technologies, Inc. ("**VGTI**"), Automotive Components Holdings, Inc., ("**ACH, Inc.**"), and Automotive Components Holdings, LLC ("**Company**").

WITNESSETH:

WHEREAS, Visteon, VGTI, ACH, Inc., and Company are parties to an Intellectual Property Contribution Agreement dated October 1, 2005, as amended (the "**IP Contribution Agreement**"), wherein Visteon and VGTI contributed to Company certain intellectual property assets related to certain businesses acquired by Company from Visteon and certain of its subsidiaries and affiliates;

WHEREAS, Visteon and certain of its subsidiaries (including VGTI) filed for bankruptcy protection in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") on May 28, 2009;

WHEREAS, Visteon, VGTI, ACH, Inc., Company, and Ford Motor Company ("**Ford**") have entered into a Termination Agreement, dated July 26, 2010, under which certain agreements between some of the parties hereto are to be terminated; and

WHEREAS, the parties rights and obligations under certain provisions of the IP Contribution Agreement are affected by the Termination Agreement, and, as a result and consistent with Section 12.1 of Appendix 12 of the IP Contribution Agreement, Visteon, VGTI, and Company have agreed to certain modifications to the IP Contribution Agreement (as set forth herein) regarding certain engineering design tools that Company has utilized and continues to utilize in its businesses in accordance with license rights granted under the IP Contribution Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants herein contained, and for other good and valuable consideration given by each party hereto to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, for themselves, their successors and permitted assigns, intending to be legally bound, agree as follows:

A. Capitalized terms set forth herein and defined herein or in the IP Contribution Agreement shall have the meanings ascribed to such terms herein or therein (as applicable). Capitalized terms set forth herein that are defined in the Termination Agreement, but not otherwise defined in this Amendment or the IP Contribution Agreement, shall have the meanings ascribed to such terms in the Termination Agreement. As used in this Amendment, "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

B. VGTI hereby grants to Company an irrevocable, non-exclusive, worldwide, fully paid, royalty free license to the Engineering Design Tools identified in **Attachment A** hereto ("**Lighting-related Tools**") in the form that such tools exist as of the Signature Date, such license including rights under any patents that claim such tools, to use and have used in the design, testing, and manufacture of products. Such license is severable, separately transferable, and/or sublicensable by Company, to one or more third party successors in interest to any portion of Company's business or any third parties that otherwise acquire a supply obligation for any products which were, are, or may be sourced to or supplied by any portion of Company's business.

In addition to any rights and obligations of the parties under the MSA: (A) Visteon and VGTI will use commercially reasonable efforts to avoid any changes to (or in regard to) any Lighting-related Tools between the Signature Date and the Effective Date that would adversely affect Company's ability to use, have used, or access any Lighting-related Tools as contemplated under this Amendment (including the ability to obtain the Lighting-related Code as described below); and (B) in the event any such change occurs, Visteon will provide Company with prompt written notice of such change and (i) to the extent such change affects Company's ability to access and use any Lighting-related Tools in accordance with Section F below, Visteon will use commercially reasonable efforts to implement a solution that is acceptable to Company and promptly restores Company's ability to access and use the affected Lighting-related Tools in accordance with Section F and (ii) Company will have the right, at its sole discretion, to terminate its obligation to purchase the license as it relates to the affected Lighting-related Tools under this Amendment. In the event of such a termination, Company and VGTI will in good faith negotiate a reduction in the license fee under Section G below to reflect the elimination of the license as it relates to the affected Lighting-related Tools.

C. VGTI hereby grants to Company a license under any copyrights in the materials licensed to Company in Section B above, subject to the same rights and limitations set forth in the licenses granted therein, to reproduce and have reproduced the works of authorship in whole or in part, prepare or have prepared derivative works based on works of authorship in whole or in part, distribute to the public by sale or other transfer of ownership copies of the works of authorship or derivative works thereof, and perform or display the works of authorship or derivative works thereof.

D. Except as described in Section E or F below, neither VGTI nor Visteon has any duty or obligation after the Effective Date to provide maintenance, support, updates, modifications, additions, derivative works, or any other improvements or variations to the Lighting-related Tools.

E. For each of the Lighting-related Tools, Visteon or VGTI will provide to Company copies of the current version of the executable code, and, to the extent available to Visteon or VGTI, the underlying source code and all documentation (including data structures) associated with the Lighting-related Tools (collectively, "**Lighting-related Code**") within 3 days after the Effective Date.

F. Visteon agrees to continue to provide Authorized Users (defined below) with remote access to and use of the Lighting-related Tools in the same manner (or in an alternative manner reasonably acceptable to Company), in the same condition, and to the same extent as such access and use has been provided during the three month period immediately prior to the Signature Date until such time as Company notifies Visteon in writing that the Lighting-related Code is operating in a reasonably satisfactory manner in Company's (and its IT service provider's) IT environment (Company shall use commercially reasonable efforts to promptly get the Lighting-related Code operating in such manner and provide such notice). Visteon and VGTI will provide Company and its IT service providers, upon request, with commercially reasonable assistance in regard to Company's and such providers' efforts to get the Lighting-related Code operating in a reasonably satisfactory manner, consistent with the manner hosted by Visteon or VGTI prior to the Signature Date.

Such continued access and use will be provided in accordance with this Amendment and as a Continuing Service in accordance with the applicable terms and conditions set forth in the Termination Agreement (which terms and conditions are incorporated herein), except there will be no fee or charge to Company for it (except for the payment described in Section G below) for so long as Visteon is paid the fee for access to and use of the Selected Climate-related Tools as described below and in the Termination Agreement. In the event that such fee for the Selected Climate-related Tools ceases to be paid (for any reason, including Company's termination of its access to and use of the same) and Company desires continued access and use of the Lighting-related Tools under this Section F, the fee to be paid by Company to Visteon for such continued access and use under this Amendment and the Termination Agreement will be \$10,125/month (\$7,500/month for Visteon's costs in providing systems access, plus a

35% markup). There will be no license fee or royalty (it being acknowledged that applicable license fee and royalty is included in the payment described in Section G below). Upon the effective date of Company's notice to Visteon that the Lighting-related Code is operating in a reasonably satisfactory manner in Company's (and its IT service provider's) IT environment (as described above), Visteon shall cease provision of such access to and use of the Lighting-related Tools to Company and the monthly fee payable by Company for such access and use shall be prorated accordingly based upon the effective date of termination in the month in which such termination occurs. In the event Company severs, transfers, or sublicenses its rights relating to an affected Lighting-related Tool in accordance with Company's license, Visteon will provide the transferee or sublicensee with such access to and use of such Lighting-related Tools as it is required to provide to Company under this Amendment, provided that each such transferee or sublicensee pays the applicable fee of \$10,125/month and enters into a confidentiality agreement regarding access to Visteon's IT system as Visteon may reasonably require.

G. In consideration of the rights associated with Lighting-related Tools extended by Visteon and VGTI under this Amendment, Company shall, after the Effective Date and within 5 business days after Visteon's and VGTI's delivery of all of the items required under Section E above, pay to VGTI a lump sum of one hundred and fifty thousand dollars (\$150,000).

H. (i) Visteon shall provide the Company with access to and use of the Engineering Design Tools identified in **Attachment B** hereto ("**Selected Climate-related Tools**"), for the design, testing, and manufacture of Authorized Products (as defined below) only through the Authorized Users (as defined below) in accordance with the provisions set forth herein. Such access shall be provided in accordance with this Amendment and as a Continuing Service in accordance with the applicable terms and conditions set forth in the Termination Agreement (which terms and conditions are incorporated herein), provided that the term during which such access shall be provided and the fee for such access and use shall be as described below. Company shall pay Visteon \$17,625/month for access and use of the Selected Climate-related Tools (includes \$7,500/month for Visteon's costs in providing systems access, plus a 35% markup and \$7,500/month as a license fee) (such fee will be in lieu of, and not in addition to, the fee charged to Company for access to and use of the Lighting-related Tools and Selected Climate-related Tools under the MSA). No ownership rights in or to the Selected Climate-related Tools shall inure to Company. Company may provide notice of termination of its use of the Selected Climate-related Tools to Visteon at any time. Upon the effective date of termination set forth in such notice, Visteon shall cease provision of such access and use to Company and the monthly fee payable by Company for such access and use shall be prorated accordingly based upon the effective date of termination in the month in which such termination occurs.

In addition to any rights and obligations of the parties under the MSA: (A) Visteon and VGTI will use commercially reasonable efforts to avoid any changes to (or in regard to) any Selected Climate-related Tools between the Signature Date and the Effective Date that would adversely affect Company's ability to access and use any Selected Climate-related Tools as contemplated under this Amendment; and (B) in the event any such change occurs, Visteon will provide Company with prompt written notice of such change and will use commercially reasonable efforts to implement a solution that is acceptable to Company and promptly restores Company's ability to access and use the Selected Climate-related Tools as contemplated under this Amendment.

"**Authorized Users**" shall mean: employees or agency personnel of Visteon or any of its subsidiaries or affiliates (including any successors thereto or assigns thereof) leased to Company by Visteon or any of its subsidiaries or affiliates who have access to the Selected Climate-related Tools (or the Lighting-related Tools, in regard to Section F above) as of the Signature Date. For purposes of this Amendment, such employees or agency personnel who are Authorized Users will continue to have such designation even if their employment or retention by Visteon or any of its subsidiaries or affiliates (including any successors thereto or assigns thereof) terminates. In the event that any individuals who are Authorized Users cease to provide engineering, design or related services to Company or otherwise in regard to Authorized Products for any reason, Company shall have the right to replace those individuals

with new individuals as Authorized Users, provided that (except in regard to Authorized Users of the Lighting-related Tools, which the following will not apply to) such new individuals: (i) were employees or agency personnel of Visteon or any of its subsidiaries or affiliates (including any successors thereto or assigns thereof) leased to Company as of the Signature Date; (ii) are employees or agency personnel of Company (and not employees of Ford or any of its affiliates, other than Company) assigned to work on Authorized Products; or (iii) are agency personnel of Ford (and not employees of Ford or any of its affiliates, other than Company) assigned to work on Authorized Products. Status as an Authorized User shall not be affected by assignment, deployment, or lease of such person to any organization within Ford that provides engineering services for Authorized Products (provided that the requirements for an Authorized User are otherwise satisfied). Company shall promptly notify Visteon of any change in the status of an Authorized User to the extent that such individual becomes no longer eligible to access the Selected Climate-related Tools.

“**Authorized Products**” means climate control products at any time produced or supplied, in the process of being developed for production or supply, or to be developed for production or supply by Company (including any which are or will be for past, current, or future model production or service use, any otherwise produced or supplied by the climate control business Company acquired from Visteon or its subsidiaries or affiliates, and any for which development work is done by Authorized Users assigned, deployed, or leased to any organization within Ford to the extent that such Authorized Users only use the Selected Climate-related Tools to provide engineering, design, testing, or manufacturing services for climate control products described in this paragraph).

(ii) Except with regard to any license that is transferred in accordance with Paragraph I below, within a reasonable time after the earlier of (a) the date upon which access to and use of the Selected Climate-related Tools is terminated pursuant to a termination notice from Company to Visteon (as described above) or (b) the cessation of the production and supply by Company, and the cessation of all of Company's responsibilities to produce and supply, all Authorized Products, Climate Code (as defined below) within the possession of Company shall be destroyed or returned to Visteon or VGTI and Company's rights to access or use the Selected Climate-related Tools shall cease.

I. (i) The licenses, rights and obligations under this Amendment related to the Selected Climate-related Tools are assignable and transferable, without additional fee or charge, as follows. Company shall have the right to assign and transfer its rights under this Amendment upon sale or transfer of its climate control business (or the portion thereof to which any respective Selected Climate-related Tools are applicable) to a third party purchaser/transferee ("**Transferee**"), but not to Ford or any affiliates or subsidiaries thereof (other than Company) and only to the extent that one or more Authorized Users in existence at the time such transaction closes continue to provide services to such Transferee either through direct employment by, or as a contractor to, such Transferee.

(ii) Such Transferee shall not have any right to transfer any such licenses to any other party.

(iii) Company may provide a copy of any Climate Code (as defined below) rightfully in its possession to such Transferee, provided that, (a) the Transferee has employed or contracted for the services of one or more Authorized Users of the Selected Climate-related Tools, and (b) the Transferee enters into an agreement with Company or VGTI that (1) contains confidentiality obligations at least as stringent as those applying to Company hereunder, and (2) contains explicit acknowledgment of the limitations on use provided herein.

J. Visteon agrees to continue to provide Authorized Users with remote access to and use of the Selected Climate-related Tools in the same manner (or in an alternative manner reasonably acceptable to Company), in the same condition, and to the same extent as such access and use has been provided during the three month period immediately prior to the Signature Date for so long as the fees set forth in this Amendment are paid by Company (or its Transferee) and the Company (or its Transferee) continues to demonstrate licensed use of such tools for Authorized Products. Other than as set forth in this Section

J, neither VGTI nor Visteon has any duty or obligation after the Effective Date to provide maintenance, support, updates, modifications, additions, derivative works, or any other improvements or variations to the Selected Climate-related Tools.

K. Visteon or VGTI has deposited or will deposit, by August 17, 2010 (or such other date agreed upon by Visteon and Company in writing), a copy of the current version of the executable code, the underlying source code, and all documentation (including data structures) associated with each of the Climate-related Engineering Design Tools (collectively, “**Climate Code**”) with a third party escrow agent specified by Company and reasonably acceptable to Visteon and VGTI (“**Escrow Agent**”). The Climate Code will be held in escrow (“**Escrow**”) by the Escrow Agent. The Escrow Agent will release the Climate Code to the Company (or, if applicable, the Transferee) only if Visteon or VGTI materially breaches its obligation to provide access to and use of any of the Selected Climate-related Tools under this Amendment and fails to cure such breach within seven days after the Company (or Transferee) provides written notice of such breach to Visteon (the “**Release Condition**”). Visteon and VGTI agree to promptly execute such agreements and other documents regarding such escrow arrangement as the Escrow Agent reasonably requests.

L. Upon occurrence of the Release Condition, Company (or Transferee) will be entitled to obtain a copy of the Climate Code from the Escrow Agent. Company’s (and Transferee’s) right to obtain copies of the Climate Code from the Escrow Agent is expressly acknowledged to be an integral part of the licenses granted to Company under this Amendment. Company (or Transferee) shall be entitled to use the Climate Code in accordance with the usage rights provided in this Amendment and the following additional rights shall apply. VGTI hereby grants to Company (or Transferee) a non-exclusive, license exercisable upon occurrence of the Release Condition to copy, reproduce, and use Climate Code for the design, testing, and manufacture of Authorized Products only through the Authorized Users. Company shall continue to pay Visteon \$7500/month for so long as it exercises the foregoing license.

M. In the event of a Release Condition, Company (or Transferee) shall have the right to provide the Climate Code to its information technology group or service provider (which may include Ford) (“**IT Provider**”) for the sole purpose of ensuring that Authorized Users are able to access and use the corresponding Selected Climate-related Tools as provided for in this Amendment. This includes, without limitation, the right of the IT Provider to place the Climate Code on an access-controlled server of Company (or Transferee) or the IT Provider for such purpose, and to generate modified executable copies in the event that existing executable copies do not perform in a reasonably satisfactory manner in the Company (or Transferee) or IT Provider’s environment (provided that the IT Provider (or its contractors) is reasonably capable of making modifications that would provide satisfactory performance). Company hereby agrees that the Climate Code and any related documentation received by it will be protected in accordance with Article 5 of the IP Contribution Agreement (except that the Climate Code may be provided to its IT Provider as and for the purposes described above and the term of such confidentiality and the use restrictions hereof shall continue for the duration of the license to the corresponding Selected Climate-related Tools hereunder at which time Company shall comply with its obligations set forth in Section H(ii)).

N. Appendix 12 of the IP Contribution Agreement is hereby deleted and Company warrants and represents to Visteon and VGTI that any materials in its possession or control related to the engineering design tool known as SimACSim (Simulink based dynamic A/C system model refrigerant loop simulator) have been destroyed or returned to Visteon as of the Effective Date. Visteon and VGTI each warrant and represent to Company that each possesses, and Visteon warrants and represents to Company that VGTI possesses, the full right and authority to fully perform its obligations hereunder. Company warrants and represents to Visteon and VGTI that it possesses the full right and authority to fully perform its obligations hereunder.

O. This Amendment will become effective on the date the order of the Bankruptcy Court approving this Amendment becomes final and non-appealable ("**Effective Date**"). The "**Signature Date**" of this Amendment is the date upon which this Amendment has been signed by all of the parties hereto.

P. The IP Contribution Agreement (as amended by this Amendment) will be assumed by Visteon in its Bankruptcy Case contemporaneously with the Effective Date of this Amendment (but in any event prior to confirmation of Visteon's plan of reorganization) and shall remain in full force and effect (as amended by this Amendment). Company hereby consents to the assumption of the IP Contribution Agreement, expressly acknowledges that the cure amount is \$0, and waives any claims against Visteon or VGTI that Company has knowledge of as of the signature date of this Amendment arising under the IP Contribution Agreement prior to commencement of the Bankruptcy Case. For this purpose, "knowledge" means such knowledge as is actually known to the following Company representatives or which would have come to the attention of such individuals after due inquiry: Mark Mollon, IP Counsel to Company; Diale Taliaferro, General Counsel of Company; Larry Maier, Engineering Director of Company; Don Johnson, Shared Services Manager of Company; and Amy Hadlock, former Shared Services Manager of Company. The foregoing waiver does not, however, apply to any claims asserted for defensive purposes against any claims of any nature that are asserted against Company by Visteon or VGTI.

[Signatures on Next Page]

WHEREFORE, the parties have signed this Fifth Amendment to IP Contribution Agreement.

VISTEON CORPORATION

By:  _____

Name: William G. Quigley III

Title: Executive Vice President,
Chief Financial Officer

Date: July 26, 2010

**AUTOMOTIVE COMPONENTS
HOLDINGS, LLC**

By: _____

Name: _____

Title: _____

Date: July 26, 2010

VISTEON GLOBAL TECHNOLOGIES, INC.

By:  _____

Name: Daniel J. Sepanik

Title: Assistant Secretary

Date: July 26, 2010

**AUTOMOTIVE COMPONENTS
HOLDINGS, INC.**

By: _____

Name: _____

Title: _____

Date: July 26, 2010

WHEREFORE, the parties have signed this Fifth Amendment to IP Contribution Agreement.

VISTEON CORPORATION


By: _____

Name: _____

Title: _____

Date: July 26, 2010

AUTOMOTIVE COMPONENTS HOLDINGS, LLC

By:  _____

Name: MARK A. BEAR

Title: PRESIDENT & CEO

Date: July 26, 2010

VISTEON GLOBAL TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Date: July 26, 2010

AUTOMOTIVE COMPONENTS HOLDINGS, INC.

By:  _____

Name: MARK A. BEAR

Title: PRESIDENT

Date: July 26, 2010

ATTACHMENT A

ENGINEERING DESIGN TOOLS - LIGHTING-RELATED TOOLS

| Product | Description | Currently resides on Unix Workstation(s) |
|-----------------|--|---|
| ASTRAL | Multifaceted Reflector program, approximate built-in ray tracer | Yes |
| FALCON | Conventional pillow lens optics program. Optic elements on arbitrarily curved surface | Yes |
| Falcrail | Compute flutes on free form line surface data | Yes |
| METEORS | Multifaceted Reflector program, approximate built-in ray tracer, intersecting neighboring facets, vertical facets without gaps, Transition facets between top and bottom facets. | Yes |
| BP | Beam pattern analysis program | Yes |
| cpbp2 | Customer pleasing beam pattern | Yes |

ATTACHMENT B

ENGINEERING DESIGN TOOLS - SELECTED CLIMATE-RELATED TOOLS

| Product | Description | Currently resides on Unix Workstation(s) | Maintained By | Comments |
|--------------------------------|--|---|----------------------|------------------------|
| HXC - Heater Module | Heat Exchanger Component Simulation (lumped tool) | Yes | Visteon Maintained | Continued access as is |
| HXC - Radiator Module | Heat Exchanger Component Simulation (lumped tool) | Yes | Visteon Maintained | Continued access as is |
| HXC - Evaporator Module | Heat Exchanger Component Simulation (lumped tool) | Yes | Visteon Maintained | Continued access as is |
| LHX | Lumped Heat Exchanger Simulation (lumped tool) | Yes | Visteon Maintained | Continued access as is |
| SBD_HX | Simulation Based Design (SBD) heat exchanger thermal flow performance. | Yes | Visteon Maintained | Continued access as is |
| SBD_AH | SBD of air handling systems thermal airflow performance | Yes | Visteon Maintained | Continued access as is |
| | | | | |

EXHIBIT B

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

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

**DECLARATION OF CLIFFORD PETERSON,
MANAGING DIRECTOR, CORPORATE TRANSACTIONS
AND VISTEON SERVICES FOR VISTEON CORPORATION,
IN SUPPORT OF THE MOTION OF THE DEBTORS FOR
ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO:
(I) ENTER INTO AN AGREEMENT TO TERMINATE CERTAIN EMPLOYEE
LEASE AGREEMENTS WITH AUTOMOTIVE COMPONENTS HOLDINGS,
LLC AND (II) ASSUME AN IP CONTRIBUTION AGREEMENT, AS AMENDED**

1. My name is Clifford Peterson. I am the Managing Director, Corporate Transactions and Visteon Services, for Visteon Corporation (“Visteon”), a corporation organized under the laws of the state of Delaware, and one of the debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases. In this capacity, I am intimately familiar

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.

with the Debtors' day-to-day operations, business, financial affairs, investments, corporate transactions, and provision of services to ACH.

2. I submit this declaration in support of the *Motion of the Debtors for Entry of an Order Authorizing the Debtors to: (I) Enter into an Agreement to Terminate Certain Employee Lease Agreements with Automotive Components Holdings, LLC and (II) Assume an IP Contribution Agreement, as Amended* (the "ACH Motion").²

3. I was directly involved in Visteon's negotiation of the Termination Agreement, and the related agreements, and the Fifth Amendment (both defined below), and am aware of the facts and circumstances surrounding their negotiation and finalization. Furthermore, since 2005, I have led Visteon Services, the operating entity responsible for providing services and leased employees to ACH and for managing the overall relationship with ACH. I also supported the initial business divestiture transaction that created ACH.

4. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge of the Debtors' 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. If I were called upon to testify, I could and would testify competently to the facts set forth in this declaration.

5. It is my understanding that pursuant to the ACH Motion, (a) Visteon seeks authorization to enter into the Termination Agreement, a true copy of which is attached to the Proposed Order as **Exhibit 1** and (b) Visteon and VGTI seek authorization to assume the IP Contribution Agreement, a true copy of which attached to the Proposed Order as **Exhibit 2** as

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the ACH Motion.

amended by the Fifth Amendment, a true copy of which is attached to the Proposed Order as **Exhibit 3**. Furthermore, I understand that pursuant to the ACH Termination Agreement Visteon will terminate certain agreements governing the lease of employee services to ACH and facilitate the transition of such leased employees to ACH. In addition, I understand that by assuming the IP Contribution Agreement as amended by the Fifth Amendment, Visteon and VGTI seek to continue their arrangements with respect to the licensing of certain intellectual property between Visteon and VGTI, on the one hand and ACH on the other, with certain changes in light of the termination of the MSA (as defined below) under the Termination Agreement.

The Employee Leasing Agreements

6. Visteon's leasing of employees to ACH following Ford's acquisition of all of the stock in ACH's parent company, Automotive Components Holdings, LLC, in 2005 was originally designed to provide a cost-neutral, short-term mechanism to allow the ACH plants to operate uninterrupted while Ford attempted to find buyers for certain of ACH's plants or arrange for alternate suppliers before closing other ACH plants. However, this arrangement has continued beyond the originally anticipated short timeframe and, in practice, Visteon has incurred significant administrative costs that are not reimbursed by ACH because the methodologies used to calculate the reimbursement amounts do not equal the actual costs incurred by Visteon. Furthermore, the Employee Leasing Agreements require Visteon to maintain a dedicated infrastructure to implement and manage the employees and services governed by the agreements and that Visteon devotes significant resources to maintaining this infrastructure that could otherwise be devoted to activities that actually further Visteon's own business objectives. Under the HELA and SELA, ACH's payment obligation for pension benefits provided to the leased employees is tied to Visteon's reported accounting expense—an amount that is not equal to the actual cash funding contributions attributable to the employees

leased to ACH.

The Termination Agreement

7. In my opinion, entry into the Termination Agreement, and the related agreements, is a sound exercise of the Debtors' business judgment and reasonable settlement of claims and potential claims with respect to the Employee Leasing Agreements between the Debtors, ACH, and Ford. The agreements have been negotiated by the parties at arm's length, and reflect a good-faith effort to allow the Debtors to terminate a non-core business expeditiously with minimal disruption and damage to their own operations and those of ACH and Ford—a customer crucial to Visteon's future viability.

8. I understand that the timing of the termination of the Employee Leasing Agreements, the Escrow Agreement, and the Payment Acceleration Agreement, as described in the Motion, is intended to correspond with the transition of virtually all of the leased employees to ACH pursuant to the Employee Transfer Agreements and will ensure that ACH can effectuate such transition before Visteon's emergence from chapter 11—a time when Visteon would be compelled to reject the Employee Leasing Agreements. Under a rejection scenario, I understand that the leased employees would not be assured of continued employment with ACH. Further, if the Employee Leasing Agreements were rejected, manufacturing operations at the ACH plants could be interrupted while ACH made the accommodations necessary to effectively re-hire the leased employees. This interruption would in turn disrupt Ford's vehicle production. I believe, however, that entering into the Employee Transfer Agreements will help facilitate a smooth transition of leased employees from Visteon to ACH and avoid the potential uncertainty and disruption for the employees, ACH, and Ford that could result if Visteon simply rejected the Employee Leasing Agreements.

9. In my opinion, the Termination Agreement offers the Debtors a number of benefits over simply rejecting the Employee Lease Agreements. For example, I understand that the Termination Agreement provides for a general waiver and release of potential claims related to the Employee Leasing Agreements and further provides for the resolution of all of ACH's claims related to the Employee Leasing Agreements that have been asserted against Visteon in these chapter 11 cases. Specifically, pursuant to the Termination Agreement, 20 proofs of claim asserted by ACH for nearly \$13.5 million will be disallowed and expunged from the Debtors' claim register. I also understand that, in connection with the Termination Agreement, Ford has agreed to enter into the Ford Waiver Agreement, a true copy of which is attached to the Termination Agreement as Attachment X, pursuant to which Ford will waive its right to assert any and all potential claims arising under the ARETA relating to certain leased salaried employees who were originally employed by Ford and later transitioned to Visteon, and whose employment will be transferred to ACH pursuant to the Termination Agreement. I understand that, subject to Court approval, the Ford Waiver Agreement will take effect on the date immediately following the date on which the employment of the last of the leased employees is transferred to ACH, and Ford will release Visteon from Visteon's pension obligations and other post-employment benefit obligations under the ARETA with respect to the salaried leased employees transferred from Visteon to ACH. Absent the Ford Waiver Agreement, I understand that rejection of the Employee Leasing Agreements could result in Ford asserting significant claims—which I understand Ford estimates at \$9.5 million—against Visteon for certain pension and post-employment benefit cost reimbursement obligations of Visteon for certain leased salaried employees that Visteon agreed to reimburse Ford for under the ARETA.

10. Furthermore, in my opinion, if the Debtors, ACH, and Ford did not negotiate the Termination Agreement, they could become embroiled in a dispute and potential litigation

surrounding the rejection of the Employee Leasing Agreements and the claims and/or potential claims asserted by ACH and Ford, and the expenses incurred in this exercise would be an additional burden to the Debtors' estates and their creditors. In my opinion, the Termination Agreement avoids this uncertain litigation. Moreover, I believe the settlement of claims arising out of the Employee Leasing Agreements will further the Debtors' efforts to obtain a global settlement of all matters with Ford—a condition to the effectiveness of the Debtors' plan of reorganization—and will thus help to expedite the Debtors' emergence from bankruptcy.

11. In light of the advantages of entering into the Termination Agreement, I also believe the limited indemnification given by Visteon to ACH under the Employee Transfer Agreement is appropriate and within Visteon's sound business judgment. Indemnifying ACH for any claim arising out of Visteon's employee benefit plans or programs was required to secure ACH's entry into the Employee Transfer Agreements. However, I understand Visteon believes its potential exposure to liability for indemnification obligations is minimal. I also understand that ACH's obligations under the Employee Leasing Agreements to reimburse Visteon for certain costs incurred by Visteon prior to the Employee Transfer Dates will not terminate if the Employee Transfer Agreements are approved. Specifically, I understand that the Termination Agreement requires ACH to reimburse Visteon after the termination of the SELA and the HELA for certain workers' compensation claims or other claims arising prior to the Employee Transfer Dates, but asserted after such transfer dates. On the other hand, I understand that if Visteon outright rejects the Employee Leasing Agreements, it may have no mechanism to recover such sums from ACH.

The IP Contribution Agreement

12. I believe that assuming the IP Contribution Agreement as amended by the Fifth Amendment is a sound exercise of the Debtors' business judgment. First, I understand that the

intellectual property licenses granted by each party to the other under the IP Contribution Agreement remain vital to the operation of each party's respective business. Second, I understand that the continued use of certain engineering design tools currently licensed to ACH under the IP Contribution Agreement are important to ACH's operations going forward. Because the licenses to the relevant engineering design tools under the IP Contribution Agreement are co-terminous with the MSA, I believe that termination of the MSA pursuant to the Termination Agreement could interfere with ACH's business, including its ability to service Ford, a key Visteon client. Third, the Debtors have negotiated at arm's-length with ACH and believe that the payment terms under the Fifth Amendment constitute appropriate compensation for ACH's use of the engineering design tools. Fourth, in my opinion, assumption of the IP Contribution Agreement as modified at this time does not present any appreciable risks or negative consequences for the Debtors.

13. Thus, in my opinion, assuming the IP Contribution Agreement as amended will allow both parties to continue a mutually beneficial arrangement by which each party retains access to the intellectual property rights necessary for the conduct of their respective businesses. On the other hand, I believe that failure to assume the IP Contribution Agreement as amended could result in an unnecessary disruption in the Debtors' business and its arrangements with ACH and Ford. I therefore believe that assumption of the IP Contribution Agreement, as amended by the Fifth Amendment, is in the best interests of the Debtors and their creditors and estates.

Stay of the Order Approving the Motion

14. In my opinion, there is no reason to delay the effectiveness of the Proposed Order, as the Debtors will likely not use any property of the estates to indemnify ACH in the near future. Furthermore, I believe that any such delay would only create uncertainty for the parties,

including the numerous employees who will be transitioning over from Visteon to the employ of ACH, on issues that they have agreed to resolve amicably and expeditiously and could result in additional costs to the Debtors' estates if they are unable to terminate employment of the leased employees on the timetable currently contemplated by the parties.

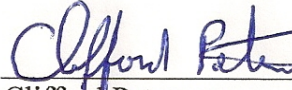
* * * * *

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: July 26, 2010

By:

A handwritten signature in blue ink that reads "Clifford Peterson". The signature is written in a cursive style and is positioned above a horizontal line.

Clifford Peterson
Managing Director,
Corporate Transactions & Visteon Services
Visteon Corporation