

ASSET SALE AGREEMENT

This ASSET SALE AGREEMENT is dated as of December 22, 2009 by and between VISTEON CORPORATION, a Delaware corporation ("Seller"), VISTEON GLOBAL TECHNOLOGIES, INC. ("VGTI"), a Delaware corporation, and AUTOLIV ASP, INC., an Indiana corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, pursuant to the terms and subject to the conditions hereinafter set forth, Seller and VGTI desire to sell or cause to be sold, and Buyer desires to purchase, the Assets; and

WHEREAS, on May 28, 2009, Seller and certain of Seller's Affiliates filed voluntary petitions (the "Petitions") for relief under Chapter 11 of the United States Code, 11 U.S.C. Sections 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), being Case No. 09-11786 (the "Proceeding"); and

WHEREAS, in connection with the Proceeding, Seller will seek approval of the transactions contemplated by this Agreement from the Bankruptcy Court, including the sale of the Assets pursuant to the terms of this Agreement free and clear of any and all Liabilities, pursuant to Sections 363 and 365 of the Bankruptcy Code;

NOW, THEREFORE, in consideration of the premises, the mutual agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, VGTI and Buyer hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Action" means any action, suit, arbitration, litigation or similar proceeding by or before any arbitrator, court or other Governmental Entity.

"Acquired Contracts" means all Contracts listed on Schedule 1(a).

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of the immediately preceding sentence, the term "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Asset Sale Agreement.

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

“Assignment and Assumption Agreement” means the Assignment and Assumption Agreement between Buyer and Seller in the form attached as Exhibit A hereto.

“Assumed Liabilities” has the meaning set forth in Section 3.1.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bill of Sale” means the Bill of Sale among Buyer, Seller and VGTI in the form attached as Exhibit B hereto.

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

“Claim” shall mean a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, in each case, whether known or unknown, accrued, absolute or contingent, liquidated or unliquidated, choate or inchoate, matured or unmatured, or otherwise.

“Closing” has the meaning set forth in Section 5.1.

“Closing Date” has the meaning set forth in Section 5.1.

“Consent” means any consent, approval, permit, clearance, exemption, waiver, authorization, filing, registration or notification.

“Continued Employees” has the meaning set forth in Section 9.1.

“Contract” means any written or oral agreement, arrangement, understanding, purchase order, lease or instrument or other contractual or similar arrangement or commitment.

“Cure Costs” means any and all pre- or post-petition costs and expenses required by the Final Sale Order to be paid to cure any and all monetary defaults under all Acquired Contracts.

“Design Defect Claims” means Claims by third parties, Governmental Entities or regulatory authorities alleging that products of the Radar System Business contained design defects, failed to meet legal requirements, or failed to meet customer specifications.

“Disclosing Party” has the meaning set forth in Section 8.6.

“Encumbrance” means any lien, Claim, security interest, pledge, mortgage, charge, title retention agreement or other encumbrance.

“Final Sale Order” means a Sale Order entered by the Bankruptcy Court approving the transactions contemplated by this Agreement and authorizing Seller to perform all acts necessary or appropriate to consummate the transactions contemplated by this Agreement, the operation of which has not been reversed, stayed, modified or amended and with respect to which the time for filing an appeal or petition for certiorari, rehearing or review has expired, and as to which no appeal, petition for certiorari, rehearing or review is then pending.

“Governmental Approval” means any Consent of any Governmental Entity.

“Governmental Entity” means any Federal, state or local government or any court, arbitral tribunal, administrative or regulatory agency or commission or other governmental authority or agency, domestic, foreign or international.

“Indemnification Cap” has the meaning set forth in Section 10.4(b).

“Indemnification Deductible” has the meaning set forth in Section 10.4(b).

“Indemnified Party” has the meaning set forth in Section 10.5.

“Indemnifying Party” has the meaning set forth in Section 10.5.

“Infringement Claim” means any Claim alleging infringement, misappropriation or other violation of any intellectual property right of any third party.

“Intellectual Property” means (a) patents, patent applications and invention disclosures, (including any and all divisions, request for continued examination, continued prosecution applications, continuations-in-part, reissues, and re-examinations thereof) (b) registered and unregistered trademarks, service marks and trade names, together with all applications and registrations in connection therewith, including all common law rights and all goodwill associated with any of the foregoing (c) copyright applications and registrations, (d) mask works applications and registrations, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, algorithms, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications and business and marketing plans and proposals), (f) computer software (including data and related documentation), but excluding commercially available off-the-shelf software (g) proprietary intellectual property rights relating to any or all of the foregoing, including any protectable or proprietary interests in or to any documents or other tangible media containing any of the foregoing and (h) rights to sue or recover and retain damages and costs and attorneys’ fees for present and past infringement or misappropriation of any of the foregoing.

“Inventory” means finished goods, raw materials, spare parts, replacement parts, component parts, work-in-process, supplies, and consignment and other inventory owned by suppliers (other than Buyer and its Affiliates) to the Seller and used or held for use by Seller in the Radar System Business.

“Intellectual Property License” has the meaning set forth in Section 6.8.

“Laws” means all applicable laws, statutes, constitutions, rules, regulations, judgments, rulings, orders, decrees, injunctions and determinations of Governmental Entities.

“Legal Expenses” has the meaning set forth in Section 10.2.

“Liabilities” means any and all Claims, Encumbrances, interests, debts, liabilities, obligations and commitments of any nature whatsoever, whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, liquidated or unliquidated or due or to become due, whenever or however arising (including those arising out of any contract or tort, whether based on negligence, strict liability or otherwise) and whether or not the same would be required by United States generally accepted accounting principles to be reflected as a liability in financial statements or disclosed in the notes thereto.

“License Agreement” means the license agreement between the Seller and the Buyer in the form of Exhibit C attached hereto.

“Losses” has the meaning set forth in Section 10.2.

“Owned Intellectual Property” has the meaning set forth in Section 6.8.

“Person” means any individual, partnership, corporation, limited liability entity, trust, joint venture, unincorporated organization or other entity (including a Governmental Entity).

“Petitions” has the meaning set forth in the recitals.

“Proceeding” has the meaning set forth in the recitals.

“Product Claim” means any Claim alleging that parts, components or systems that have been manufactured by the Radar System Business or manufactured by a third party (whether sold or supplied separately) and incorporated into parts, components or systems of the Radar System Business) have caused personal injuries or injury to property.

“Purchase Price” has the meaning set forth in Section 4.1.

“Radar System Business” means the development, design, engineering, manufacture, sale, distribution, installation, modification, repair, service and support by Seller of products for blind spot detection and rear cross traffic detection (which includes any and all activities under the Acquired Contracts).

“Radar ECU Intellectual Property” means the Intellectual Property set forth on Schedule 1(b).

“Records” means all financial, accounting and operating data and records (in all cases, in any form or medium) relating to the Assets (other than such data and records the transfer of which is prohibited by applicable Law or by Contract), including all sales and sales promotional data, advertising materials, credit information, cost and pricing information, customer and supplier lists, business plans and reference catalogs, and all system level and SAM (ECU) documentation.

“Representatives” means, with respect to any Person, such Person’s Affiliates, directors, officers, employees, agents and other representatives, including legal counsel and accountants.

“Retained Infringement Claims” has the meaning set forth in Section 3.2(b).

“Retained Liabilities” has the meaning set forth in Section 3.2

“Retained Product Claims” has the meaning set forth in Section 3.2(a).

“Sale Motion” has the meaning set forth in Section 8.9(a).

“Sale Order” has the meaning set forth in Section 8.9(a).

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

“Selling Affiliate” has the meaning set forth in Section 2.1.

“Subsidiary” means, with respect to any Person, any other Person of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person.

“Taxes” means all taxes, charges, duties, fees, levies or other assessments, including income, excise, property, sales, value added, profits, license, withholding, payroll, employment, net worth, capital gains, transfer, stamp, social security, environmental, occupation and franchise taxes, imposed by any Governmental Entity, and including any interest, penalties and additions attributable thereto.

“Testers” means the DV hardware and software testers set forth on Schedule 1(c).

“Transaction Documents” means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, and the License Agreement.

“Transfer Taxes” has the meaning set forth on Section 5.3(a).

“Visteon Intellectual Property” means all Intellectual Property, not including Radar ECU Intellectual Property, that is owned by Seller or its Affiliates and is used or has been used in the Radar System Business, including but not limited to, the Intellectual Property set forth on Schedule 1(d).

“Warranty Claim” means any Claim alleging breach of warranty under any Acquired Contract.

ARTICLE II

SALE AND PURCHASE OF ASSETS

SECTION 2.1 Sale and Purchase of Assets. On the terms and subject to the conditions of this Agreement, Seller and VGTI will sell, assign, convey, transfer and deliver to Buyer, and

with respect to Radar ECU Intellectual Property owned by any Affiliate of Seller (including VGTI, each a “Selling Affiliate”), Seller will cause such Selling Affiliate to sell, assign, convey, transfer and deliver to Buyer, and Buyer will purchase and acquire from Seller and the Selling Affiliates, the Assets in accordance with, and with all of the protections afforded by, sections 363 and 365 of the Bankruptcy Code. The term “Assets” means all right, title and interest of Seller and any Selling Affiliate in, to and under the following:

- (a) all Testers;
- (b) all Acquired Contracts;
- (c) all Radar ECU Intellectual Property; and
- (d) all Records.

For the avoidance of doubt, neither Seller nor any Selling Affiliate is selling, assigning, conveying, transferring or delivering to Buyer hereunder any assets, properties or rights other than those included in the definition of “Assets”.

SECTION 2.2 Assignment and Assumption of the Acquired Contracts. As of the Closing, (a) the Seller shall (i) assume pursuant to section 365(a) of the Bankruptcy Code and concurrently pay the Cure Costs, if any so that all Acquired Contracts may be assigned to the Buyer pursuant to section 365 of the Bankruptcy Code, and (ii) assign to the Buyer pursuant to sections 363(b), (f) and (m) and section 365(f) of the Bankruptcy Code each of the Acquired Contracts that may be assumed pursuant to the Final Sale Order; and (b) the Buyer shall assume and thereafter pay, discharge, perform and fully satisfy all of the obligations under such Acquired Contracts pursuant to section 365 of the Bankruptcy Code from and after the Closing.

ARTICLE III

LIABILITIES

SECTION 3.1 Assumption of Liabilities. Subject to the terms and conditions of this Agreement, on the Closing Date, Seller shall assign to Buyer, and Buyer shall assume and agree to perform and discharge only the following Liabilities of Seller (collectively, the “Assumed Liabilities”):

(a) except for Liabilities arising out of Retained Product Claims and Retained Infringement Claims, Liabilities under the Acquired Contracts first arising on or after the Closing Date, to the extent such Liabilities relate to the Radar System Business conducted, and to products of the Radar System Business manufactured, in each case, on or after the Closing Date;

(b) except for Liabilities arising out of Retained Product Claims, Liabilities arising out of Design Defect Claims, Product Claims or Warranty Claims for (i) parts, components or systems manufactured on or after the Closing Date; and (ii) parts, components or systems manufactured prior to the Closing Date to the extent, in the case of subclause (ii), such Liabilities (A) result in, when aggregated with any Losses claimed by Buyer from the Seller pursuant to Article X hereof, Losses in excess of the Indemnification Cap (in which case only the

amount by which the Losses exceed the Indemnification Cap shall be an Assumed Liability) or (B) result from any Claim made on or after the one year anniversary of the Closing Date;

(c) except for Liabilities arising out of Retained Infringement Claims, Liabilities arising out of Infringement Claims relating to any aspect of a design employed by the Radar System Business immediately prior to the Closing Date for (i) parts, components or systems manufactured on or after the Closing Date; and (ii) parts, components or systems manufactured prior to the Closing Date to the extent, in the case of subclause (ii), such Liabilities (A) result in, when aggregated with any Losses claimed by Buyer from the Seller pursuant to Article X hereof, Losses in excess of the Indemnification Cap (in which case only the amount by which the Losses exceed the Indemnification Cap shall be an Assumed Liability) or (B) result from any Claim made on or after the one year anniversary of the Closing Date;

(d) Liabilities arising from obligations to employees of the Radar System Business to the extent set forth in Article IX of this Agreement; and

(e) except for Retained Product Claims and Retained Infringement Claims, any other Liabilities not specifically set forth in this Section 3.1, but only to the extent that such Liabilities arise solely from actions or events relating to the Assets and/or the Radar System Business that first occur on or after the Closing Date. For the avoidance of doubt, to the extent that such Liabilities arise out of actions or events first occurring prior to the Closing Date (such as the violation of applicable laws or regulations prior to the Closing Date), said Liabilities are “Retained Liabilities.”

SECTION 3.2 Retained Liabilities. Except for the Assumed Liabilities, all other Liabilities of Seller and its Affiliates relating to the Radar System Business, the products of the Radar System Business, employees of the Radar System Business, the Assets, and for greater certainty, all Liabilities relating to other businesses, assets or undertakings of Seller and its Affiliates, or otherwise (collectively, the “Retained Liabilities”) shall not be assumed by Buyer and Buyer shall not be obligated to pay, perform or otherwise discharge any Retained Liabilities. The Retained Liabilities shall be retained by and paid, performed and discharged when due by Seller or its Affiliate. For the avoidance of doubt, the Retained Liabilities shall include, but not limited to:

(a) any and all Liabilities arising out of Design Defect Claims, Product Claims or Warranty Claims for (i) parts, components or systems manufactured on or after the Closing Date if the Claim alleges a defect in any aspect of a design employed by the Radar System Business immediately prior to the Closing Date; and (ii) parts, components or systems manufactured prior to Closing Date to the extent, in the case of subclauses (i) and (ii), such Liabilities (A) result in, when aggregated with any Losses claimed by Buyer from the Seller pursuant to Article X hereof, Losses that exceed the Indemnification Deductible and do not exceed the Indemnification Cap (in which case the amount by which the Losses exceed the Indemnification Cap shall not be a Retained Liability) and (B) result from any Claim made prior to the one year anniversary of the Closing Date (such Design Defect Claims, Product Claims and Warranty Claims being the “Retained Product Claims”); and

(b) any and all Liabilities arising out of Infringement Claims relating to any aspect of a design employed by the Radar System Business immediately prior to the Closing Date for (i) parts, components or systems manufactured on or after the Closing Date; and (ii) parts, components or systems manufactured prior to Closing Date to the extent that, in the case of subclauses (i) and (ii), such Liabilities (A) result in, when aggregated with any Losses claimed by Buyer from the Seller pursuant to Article X hereof, Losses that exceed the Indemnification Deductible and do not exceed the Indemnification Cap (in which case the amount by which the Losses exceed the Indemnification Cap shall not be a Retained Liability) and (B) result from any Claim made prior to the one year anniversary of the Closing Date (such Infringement Claims being the “Retained Infringement Claims”).

For purposes of this Agreement (including the provisions of this Article III) and for the avoidance of doubt, each and every aspect of a design relating to a part, component or system shall be viewed independently when determining whether or not such particular design aspect was employed by the Radar System Business immediately prior to the Closing Date, and to the extent such design aspect remains in any part, system or component and a Claim alleges a defect in such design aspect, the Claim is a Retained Product Claim.

ARTICLE IV

PURCHASE PRICE

SECTION 4.1 Purchase Price. In consideration for the sale, assignment, conveyance, transfer and delivery of the Assets, Buyer will assume the Assumed Liabilities and pay to Seller One Million Nine Hundred Thousand U.S. Dollars (\$1,900,000) (the “Purchase Price”) by wire transfer of immediately available funds to an account designated in writing by Seller not less than two (2) Business Days prior to the Closing Date.

ARTICLE V

CLOSING

SECTION 5.1 Closing Date. The consummation of the transactions contemplated herein (the “Closing”) shall occur at the offices of Foley & Lardner LLP, One Detroit Center, 500 Woodward Avenue, Suite 2700, Detroit, Michigan 48226-3489 or at another location mutually agreed to by the parties, on the fifteenth (15) day after the day on which the Sale Order is entered by the Bankruptcy Court if all other conditions to Closing set forth in Article VIII and Article IX shall have been satisfied or waived (or the earliest date thereafter on which all other conditions to Closing set forth in Article VIII and Article IX shall have been satisfied or waived) or such earlier date as agreed between the parties hereto (the “Closing Date”).

SECTION 5.2 Conveyances at Closing.

(a) At the Closing, the Seller shall deliver, or cause to be delivered, the following to the Buyer:

(i) all Transaction Documents to which the Seller or a Selling Affiliate is a party, duly executed by Seller and/or such Selling Affiliate;

(ii) the Final Sale Order;

(iii) copies of all Consents listed on Schedule 6.3, including the written Consent of each party to an Acquired Contract (other than Seller or a Selling Affiliate) to the assignment of such Acquired Contract to the Buyer, in form and substance acceptable to the Buyer in its sole discretion; and

(iv) such other instruments as may be reasonably requested by the Buyer to vest in the Buyer title in and to the Assets in accordance with the provisions hereof and the Final Sale Order.

(b) At the Closing, the Buyer shall deliver, or cause to be delivered, the following to the Seller:

(i) the Purchase Price;

(ii) all Transaction Documents to which the Buyer is a party, duly executed by the Buyer; and

(iii) such other instruments as may be reasonably requested by the Seller in accordance with the provisions hereof and the Final Sale Order.

To the extent that a form of any document to be delivered under this Section 5.2 is not attached as an Exhibit hereto, such documents shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to the Buyer and the Seller.

SECTION 5.3 Transfer Taxes; Tax Allocation.

(a) The Seller and the Purchaser will use commercially reasonable efforts and cooperate in good faith to exempt the sale, conveyance, assignments, transfers, and deliveries to be made to the Purchaser hereunder from any transfer, documentary, sales, use, registration, recording, stamp, value-added, recapture and other such Taxes (including all applicable real estate transfer Taxes, but excluding any Taxes based on or attributable to income or gains) and related fees (including notarial fees as well as any penalties, interest and additions to Tax) ("Transfer Taxes") payable in connection with such sale, conveyance, assignments, transfers and, deliveries, to the extent provided in the Sale Approval Order, in accordance with Section 1146(c) of the Bankruptcy Code. To the extent not exempt under Section 1146 of the Bankruptcy Code and approved in the Sale Approval Order, such Transfer Taxes arising out of or incurred in connection with this Agreement will be borne solely by the Purchaser. The parties hereto agree to cooperate in the filing of all necessary documentation and all Tax Returns with respect to all such Transfer Taxes, including any available pre-sale filing procedure.

(b) Within sixty (60) days after the Closing Date, Buyer and Seller will jointly prepare a schedule allocating the Purchase Price and the Assumed Liabilities among the Assets in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended, and in a

manner reasonably satisfactory to both parties. Buyer and Seller shall prepare and file Form 8594 or such other form as may be required by Law, consistent with such allocation schedule. Except as otherwise required by Law, Buyer and Seller will adhere to such allocation schedule for all purposes, including any federal, state, county or local income or franchise Tax return filed by them subsequent to the Closing Date, including the determination by Seller of Taxable gain or loss on the sale of the Assets and the determination by Buyer of its Tax basis with respect to the Assets.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

SECTION 6.1 Corporate Organization. Seller and each Selling Affiliate is duly organized, validly existing and in good standing under the Laws of the state of its organization Seller and each Selling Affiliate is duly qualified or licensed to do business and in good standing in each jurisdiction in which the ownership, leasing or holding of the Assets makes such qualification necessary, except for such jurisdictions in which the failure to be so qualified, licensed or in good standing would not, individually or in the aggregate, have a material adverse effect on the Radar System Business or Seller's or a Selling Affiliate's ability to consummate the transactions contemplated hereby.

SECTION 6.2 Corporate Authorization. Subject to approval of the Bankruptcy Court, (i) Seller and each Selling Affiliate have all requisite corporate power and authority to enter into the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder and (ii) each Transaction Document has been duly authorized by all requisite corporate action of Seller and each Selling Affiliate and this Agreement constitutes, and each other Transaction Document will as of its date constitute, a legal, valid and binding obligation of Seller and each Selling Affiliate party thereto, enforceable against Seller and such Selling Affiliate in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws relating to or affecting the enforcement of creditors' rights in general and by general principles of equity.

SECTION 6.3 No Violation or Conflict. Except as set forth on Schedule 6.3, none of the execution, delivery or performance of this Agreement and the Transaction Documents by Seller and the Selling Affiliates do or will, (i) conflict with the certificate of incorporation or bylaws of Seller or any Selling Affiliate or (ii) violate, conflict with or result in a breach of any contract to which Seller or any Selling Affiliate is a party or by which any of the Assets are bound, other than with respect to the Consents required herein, or any order, ruling, decree, judgment or arbitration award to which Seller or any Selling Affiliate is subject. Except for Bankruptcy Court approval and except as specified in Schedule 6.3, no Governmental Approval or other Consent is required to be obtained or made by Seller or any Selling Affiliate in connection with the execution and delivery of the Transaction Documents or the consummation of the transactions contemplated hereby or thereby.

SECTION 6.4 Ownership of Assets. Except as set forth on Schedule 6.4 hereto, Seller or a Selling Affiliate has good, valid and marketable title to all of the Assets, free and clear of any and all Encumbrances. Immediately after the Closing, Buyer will have good and valid title to all the Assets, free and clear of any and all Encumbrances.

SECTION 6.5 Financial Materials. The financial materials relating to the Radar ECU Business furnished by the Seller to the Buyer (and set forth in an email exchange between the parties on December 21, 2009) were as of their date, and are as of the date hereof, based upon the good faith belief of the management of the Seller, reasonable in all material respects taking into account all facts and information known to or reasonably available to the Seller.

SECTION 6.6 Contracts. Schedule 1(a) sets forth a true, complete and correct list of all Acquired Contracts. Seller has furnished Buyer with access to all written Acquired Contracts, together with all amendments thereto, and has furnished Buyer with a true, complete and correct written summary of all oral Acquired Contracts. Except as set forth on Schedule 6.6, the Seller has performed all obligations imposed on it under the Acquired Contracts, and there does not exist under any Acquired Contract any violation, breach or other event of default or event or condition that, after notice or lapse of time or both, would constitute a violation, breach or event of default thereunder on the part of Seller or, to the knowledge of Seller, any other party thereto. Except as set forth in Schedule 6.6, each Acquired Contract is a legal, valid, binding and enforceable obligation of Seller and, to the knowledge of Seller, the other parties thereto, and is in full force and effect. Except as set forth in Schedule 6.3, no Consent of any third party is required under any Acquired Contract as a result of or in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the transactions contemplated hereby. Except as set forth in Schedule 6.6, (i) no outstanding bid or proposal was bid at a loss and (ii) the Seller has not received notice and, as of the date of this Agreement, the Seller has no knowledge that any party to any Acquired Contract intends to cancel, terminate or refuse to renew any such Acquired Contract or decline to exercise any option or right thereunder.

SECTION 6.7 Relationship with Customers and Suppliers. Neither Seller nor any Affiliate of Seller has received any notice from any of customers or suppliers of the Radar System Business that would cause it to expect any material modification to its relationship with any such customer or supplier with respect to the Radar System Business.

SECTION 6.8 Intellectual Property. Schedule 1(e) sets forth a true, complete and correct list of all Intellectual Property that is owned by Seller or Seller Affiliates and used exclusively in connection with the Radar System Business. The Radar ECU Intellectual Property and the Visteon Intellectual Property together embody all material Intellectual Property that is owned by Seller or Seller Affiliates and used, either directly or indirectly, in connection with the Radar System Business (collectively, the "Owned Intellectual Property"). Schedule 6.8 sets forth a complete and correct list of all material written or oral licenses and arrangements, (i) pursuant to which the use by any Person of Owned Intellectual Property is permitted by Seller, and (ii) pursuant to which the use by Seller of Intellectual Property related to the Radar System Business is permitted by any Person (collectively, the "Intellectual Property Licenses"). The Owned Intellectual Property and the Intellectual Property Licenses constitute all Intellectual Property necessary to operate the Radar System Business consistent with past practice. To the knowledge of Seller, the conduct of the business related to the Radar System Business does not

infringe the rights of any third party in respect of any Intellectual Property. There is no Claim or demand of any Person pertaining to, or any proceeding which is pending or, to the knowledge of Seller, threatened, that challenges the rights of Seller in respect of any Intellectual Property, or Claims that any default exists under any Intellectual Property License.

SECTION 6.9 Compliance with Laws. With respect to the Radar System Business, Seller and its Affiliates are presently complying, and have complied since December 31, 2004, with all applicable Laws, orders, rulings, decrees, judgments and arbitration awards to which Seller or any Selling Affiliate is subject. With respect to the Radar System Business, neither Seller nor any Affiliate of Seller is in violation of, nor delinquent in respect to, any Law, judgment, arbitration award or permit, including Laws relating to equal employment opportunities, fair employment practices, occupational health and safety, wages and hours, and discrimination, and no Claim, complaint, citation or other actual notice with respect thereto has been issued to the Seller or any of its Affiliates.

SECTION 6.10 Product Liability; Warranty.

(a) The Seller has not had any Liability, and, to the knowledge of Seller, the Seller's suppliers have not had any Liability to the Seller, (and, to Sellers' knowledge, there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, Claim, or demand against any of them giving rise to any Liability) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product manufactured, sold, leased, or delivered by the Radar System Business. No product manufactured, sold, leased or delivered by the Radar System Business, or, to the knowledge of Sellers, to the Seller by any of its suppliers, or any part or component thereof, is or has been the subject of any governmental regulatory inquiry, product recall, service bulletin or similar product corrective action in connection with any actual, alleged or potential product or design defect.

(b) Except as set forth in Schedule 6.10(b), there have been no Claims made under the warranty provisions of any Acquired Contracts, and there is no Action pending, or to Seller's knowledge, threatened, alleging (i) defects in products of the Radar System Business, (ii) defects in design, (iii) failure to warn or (iv) breach of warranty with respect to products of the Radar System Business. To Seller's knowledge, all products of the Radar System Business are in conformity with all express warranties and no such products are subject to any special guaranty, warranty or other indemnity beyond the applicable standard terms and conditions of sale.

SECTION 6.11 Litigation Matters. Except for the Proceeding, there is no litigation or Action pending or, to the knowledge of Seller, threatened against Seller or any Seller Affiliate relating to the Radar System Business or the Assets, and, to the knowledge of Seller, there are no facts or circumstances that have given or could reasonably be expected to give rise to any of the foregoing.

SECTION 6.12 Tax Matters. Seller and its Affiliates have timely filed all Tax returns required to be filed with the appropriate Tax authorities in all jurisdictions in which such Tax returns are required to be filed (taking into account any extension of time to file granted or to be obtained on behalf of Seller or any of its Affiliates) and such Tax returns were true, correct and

complete in all material respects; (ii) all Taxes shown to be payable on such Tax returns have been paid; and (iii) Seller and its Affiliates have withheld and paid all material Taxes required to be withheld and paid in connection with amounts paid or owing to any employee of the Radar System Business.

SECTION 6.13 Employees and Labor Matters. Except as disclosed on Schedule 6.13, Seller is not a party to or bound by any collective bargaining agreement and there are no labor unions or other organizations representing, purporting to represent or attempting to represent any employees employed in the operation of the Radar System Business. During the last five years, there has not occurred or, to the knowledge of Seller, been threatened any material strike, slowdown, picketing, work stoppage, concerted refusal to work overtime or other similar labor activity with respect to any employees employed in the operation of the Radar System Business. There are no labor disputes currently subject to any grievance procedure, arbitration or litigation and there is no representation petition pending or, to the knowledge of Seller, threatened with respect to any employee employed in the operation of the Radar System Business.

SECTION 6.14 Inventory. To the Seller's knowledge, the Inventory (i) is on the date hereof, and will be on the Closing Date, sufficient for the uninterrupted operation of the Radar System Business in the usual and ordinary course of business in accordance with past practice and as conducted immediately prior to the Closing Date, and (ii) consists on the date hereof, and will consist on the Closing Date, of items that are of good and merchantable quality, are not excess or obsolete and are usable and saleable in the usual and ordinary course of business.

SECTION 6.15 No Brokers. None of Seller or its Subsidiaries or Affiliates has authorized any Person to act as broker, finder or in any other similar capacity in connection with the transactions contemplated by this Agreement and the negotiations leading to it.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller, as of the date hereof and as of the Closing Date, as follows:

SECTION 7.1 Corporate Organization. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Indiana.

SECTION 7.2 Corporate Authorization. Buyer has all requisite corporate power and authority to enter into the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. This Agreement constitutes, and each other Transaction Documents as of its date will constitute, a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws relating to or affecting the enforcement of creditors' rights in general and by general principles of equity.

SECTION 7.3 No Violation or Conflict. None of the execution, delivery or performance of this Agreement or any other Transaction Document by Buyer does or will (i) conflict with the certificate of incorporation or bylaws of Buyer or (ii) violate, conflict with or result in a breach

of any Contract to which Buyer is party or by which any of its properties are bound or any order, ruling, decree, judgment or arbitration award to which Buyer is subject.

SECTION 7.4 Government Authorizations. No material Consent of any Governmental Entity is required to be obtained or made by or with respect to Buyer in connection with the execution and delivery of the Transaction Documents by Buyer or the consummation by Buyer of the transactions contemplated hereby or thereby

SECTION 7.5 No Brokers. None of Buyer or its Subsidiaries or Affiliates has authorized any Person to act as broker, finder or in any other similar capacity in connection with the transactions contemplated by this Agreement and the negotiations leading to it.

ARTICLE VIII

COVENANTS

SECTION 8.1 Further Assurances. From time to time after the Closing Date, as and when requested by either party hereto, the other party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such actions as such party may reasonably request to consummate the transactions contemplated by this Agreement.

SECTION 8.2 Insurance. Coverage of the Radar System Business under all insurance policies of Seller and its Subsidiaries and Affiliates shall cease as of the Closing Date. From and after the Closing Date, Buyer will be responsible for obtaining and maintaining all insurance coverages with respect to the Assets and the Radar System Business. Buyer will have no rights with respect to any insurance policies of Seller or any of its Subsidiaries and Affiliates.

SECTION 8.3 Public Announcements. No press release or announcement concerning the transactions contemplated hereby will be issued by either party without the prior consent of the other party (such consent not to be unreasonably denied or delayed), except as such release or announcement may be required by Law, in which case the party required to make the release or announcement will allow the other party reasonable time to comment on such release or announcement in advance of such issuance.

SECTION 8.4 Post-Sale Access; Preservation of Records. From and after the Closing Date, Buyer will make or cause to be made available to Seller and its Representatives all books, records and documents of Buyer and its Subsidiaries and Affiliates relating to the Radar System Business (and the assistance of Buyer's and its Subsidiaries' and Affiliates' employees responsible for such books, records and documents) during regular business hours as may be reasonably necessary for (i) preparing Tax returns and financial statements and responding to Tax audits covering operations and transactions at or prior to the Closing Date, (ii) preparing reports to stockholders and Governmental Entities or (iii) such other purposes for which access to such documents is believed by Seller and Buyer to be reasonably necessary; provided, however, that access to such books, records, documents and employees will not unreasonably interfere with the normal operations of Buyer and its Subsidiaries and Affiliates and the reasonable out of-pocket expenses of Buyer and its Subsidiaries and Affiliates incurred in

connection therewith will be paid by Seller. Buyer will maintain and preserve all such books, records and other documents for the greater of (A) seven (7) years after the Closing Date or (B) any applicable statutory or regulatory retention period, as the same may be extended.

SECTION 8.5 Non-Competition; Non-Solicitation.

(a) Seller will not, and will cause its Affiliates not to, for a period of five (5) years following the Closing (the "Non-Competition Period"), directly or indirectly, design, manufacture, market or sell products or provide services which are competitive to those products manufactured and sold by the Radar System Business immediately prior to the Closing, or those services provided by the Radar System Business immediately prior to the Closing, or improvements or extensions of such products and services ("Competitive Products and Services"); provided, however, that during the Non-Competition Period any of Seller or its Affiliates may acquire control of any business or entity deriving less than twenty five percent (25%) of its revenues from Competitive Products and Services.

(b) During the Non-Competition Period, Seller will not, and will cause its Affiliates not to, directly or indirectly, induce or solicit, or aid or assist any Person to induce or solicit, any employees, salespersons, agents, consultants, distributors, representatives, advisors, customers or suppliers who were employees, salespersons, agents, consultants, distributors, representatives, advisors, customers or suppliers of the Radar System Business immediately prior to the Closing Date to terminate, curtail or otherwise limit their employment by or business relationship with the Buyer; provided that a general advertisement of employment shall not be deemed a solicitation of employees prohibited by this Section 8.5(b).

SECTION 8.6 Post-Closing Confidentiality. From and after the Closing, Seller will, and will cause its Affiliates to, hold in strict confidence, and will not use to the detriment of Buyer or any of its Affiliates, all information with respect to the Radar System Business, Buyer or the Assets. Notwithstanding the foregoing, Seller may disclose such information (i) if compelled to disclose the same by judicial or administrative process or by other requirements of law (but subject to the following provisions of this Section), (ii) if the same hereafter is in the public domain through no fault of Seller, or (iii) if the same is later acquired by Seller from another source and Seller is not aware that such source is under an obligation to another Person to keep such information confidential. If Seller or any of its Affiliates (the "Disclosing Party") is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any such information, the Disclosing Party shall provide Buyer with prompt written notice of any such request or requirement so that Buyer may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section. If, in the absence of a protective order or other remedy or the receipt of a waiver by Buyer, the Disclosing Party nonetheless is required to disclose such information to any tribunal or else stand liable for contempt or suffer other censure or penalty, the Disclosing Party, without liability hereunder, may disclose that portion of such information which the Disclosing Party it is legally required to disclose.

SECTION 8.7 Conduct of Business; Inventory.

(a) Seller shall carry on and conduct the Radar System Business in the ordinary course consistent with past practices, without any change in the policies, practices, and methods that Seller pursued before the date of this Agreement pending the Closing. Seller will use its commercially reasonable efforts consistent with past practices to preserve such business intact and to preserve the relationships existing as of the date of this Agreement with Seller's customers, suppliers, and others having business dealings with it. Without limitation of the foregoing Seller shall not take action or refrain from taking action that would result in any change in the Assets, other than in the ordinary course of business consistent with past practices.

(b) Seller shall use commercially reasonable efforts to ensure that the Inventory at Closing (i) is sufficient for the uninterrupted operation of the Radar System Business in the usual and ordinary course of business in accordance with past practice and as conducted immediately prior to the Closing Date, and (ii) consists of items that are of good and merchantable quality, are not excess or obsolete and are usable and saleable in the usual and ordinary course of business.

SECTION 8.8 Buyer's Access. From the date hereof through the Closing, Seller shall permit Buyer and its representatives to make a full business, financial, accounting, and legal investigation of Seller, the Radar System Business and the Assets. Seller shall take all reasonable steps necessary to cooperate with Buyer in undertaking these investigations. Without limiting the generality of the foregoing and notwithstanding anything to the contrary in this Agreement, the Seller acknowledges and agrees that, from the date hereof through the Closing, the Buyer shall be entitled to contact, negotiate and otherwise deal with any customer or supplier of the Radar System Business (including any party to any Acquired Contract).

SECTION 8.9 Bankruptcy Court Approval.

(a) Sale Motion and Sale Order. Following the execution and delivery of this Agreement, after review and consent by Buyer, the Seller shall file and properly serve a motion (the "Sale Motion") seeking entry of an order approving the transactions contemplated by this Agreement and authorizing Seller to perform all acts necessary or appropriate to consummate the transactions contemplated by this Agreement, in a proposed form, as annexed to the Sale Motion, acceptable to Buyer and Seller (the "Sale Order"). No changes may be made to the Sale Order without Buyer's written consent which it may approve or deny in its sole discretion. The parties agree to use their respective best efforts to have the Sale Order entered by the Bankruptcy Court by January 21, 2010. The Seller shall not file, join in or otherwise support in any manner whatsoever any motion or other pleading relating to the sale of the Assets hereunder that conflicts with the transactions contemplated by this Agreement or the Sale Order. If practicable, all pleadings related to the sale shall be made available to the Buyer for review prior to filing by Seller.

(b) Bankruptcy Notice Procedures. Promptly upon entry of the Sale Order, Seller and its Affiliates shall serve the entire Sale Order on all parties that may have an interest in the Acquired Assets including but not limited to lienholders, counterparties to Assumed Contracts and taxing authorities.

(c) Acquired Contracts. The Seller and the Buyer shall use commercially reasonable efforts to obtain an order of the Bankruptcy Court authorizing the Seller to assume the Acquired Contracts and assign to the Buyer all Acquired Contracts.

(d) Acquired Contract Cure Costs. The Seller shall be responsible for all Cure Costs required to be paid in connection with the assignment to the Buyer of all Acquired Contracts. The Seller shall, at or prior to the Closing, cure any and all defaults under the Acquired Contracts, which defaults are required to be cured under the Bankruptcy Code, so that such Acquired Contracts may be assumed by the Seller and assigned to the Buyer in accordance with the provisions of section 365 of the Bankruptcy Code.

(e) Final Sale Order. The Final Sale Order and Transaction Documents shall not be amended, modified or altered in any way by any subsequent order, pleading or agreement, including any plan of reorganization or plan confirmation order. The Sale Order shall be binding on any subsequently appointed trustee or similar party and shall survive any dismissal or conversion of the Proceeding. In the event of a conflict between the Sale Order and Transaction Documents and other agreements of the Seller or orders entered in the Proceeding, the Sale Order shall control.

ARTICLE IX

EMPLOYEE MATTERS

SECTION 9.1 Offer of Employment. Buyer will offer employment, commencing as of the Closing Date, to each of the full-time employees of Seller engaged primarily in the Radar System Business who is actively employed immediately prior to the Closing Date, which employees are listed on Schedule 9.1 hereto, for a minimum of six (6) months following the Closing Date, with compensation and benefits that are comparable in the aggregate to the compensation and benefits provided by the Buyer to its similarly situated employees (other than with respect to Buyer's pension plan, in which the parties acknowledge no Continued Employee shall be entitled to participate); provided however that severance benefits shall be comparable in the aggregate to the severance benefits for which such employee is eligible from Seller at Closing. Seller shall terminate or cause to be terminated the employees identified on Schedule 9.1 on the Closing Date. The employees who accept such an offer of employment by Buyer or any of its Subsidiaries or Affiliates and commence active employment with Buyer or any of its Subsidiaries or Affiliates are herein referred to as "Continued Employees". Buyer shall recognize the Continued Employees' service with Visteon for purposes of any seniority based benefit plans, such as vacation entitlement and severance benefits; for purposes of eligibility and vesting under Buyer's retirement plans (other than with respect to Buyer's pension plan, in which the parties acknowledge no Continued Employee shall be entitled to participate); and to satisfy any waiting periods under Buyer's health and welfare plans.

ARTICLE X

INDEMNIFICATION

SECTION 10.1 Survival. The representations and warranties made in this Agreement shall survive the Closing until the one year anniversary of the Closing Date; *provided, however*, that any representation or warranty that is the subject of a Claim validly notified pursuant to Section 12.7 before the one year anniversary of the Closing Date shall survive such one year anniversary until such Claim is resolved. It is understood that such limitations of the survival of representations and warranties shall not apply to (i) any non-fulfillment of any covenant or agreement on the part of Buyer or Seller under this Agreement or any related document, (ii) all liabilities, commitments and obligations of Seller arising out of any Retained Liabilities, and (iii) all liabilities, commitments and obligations of Buyer arising out of any Assumed Liabilities.

SECTION 10.2 Seller's Indemnification. From and after the Closing Date, and subject to Buyer's relevant notice obligation contained herein, Seller hereby agrees to assume, defend and indemnify and hold Buyer and its Affiliates and their respective shareholders, directors, officers, employees, representatives and agents harmless from and against all losses, liabilities, damages, Claims, penalties, fines and reasonable expenses (collectively, "Losses") incurred by any of them (i) that arise out of or result from the breach of the representations and warranties contained in Article VI hereof, (ii) that arise out of, are based upon, or result from any breach or non-fulfillment of any covenant or agreement on the part of Seller under this Agreement or any related document provided that such claimed Losses are described in a written notice of Claim signed by Buyer and delivered promptly upon the occurrence of the alleged breach, or (iii) that arise out of, are based upon, result from or are incurred in connection with any Retained Liabilities. Seller shall reimburse Buyer for any and all reasonable fees, costs and expenses of any kind related to any Losses for which indemnification is provided hereunder including any and all Legal Expenses (as defined below) and, for purposes hereof, such fees, costs and expenses shall be deemed to be Losses. As used herein, "Legal Expenses" of a person shall mean any and all reasonable fees, costs and expenses of any kind incurred by such person and its counsel in investigating, preparing for, defending against or providing evidence, producing documents or taking other action with respect to, any threatened or asserted Claim.

SECTION 10.3 Buyer's Indemnification. From and after the Closing Date, and subject to Seller's relevant notice obligations hereunder, Buyer hereby agrees to assume, defend and indemnify and hold Seller and its Affiliates and their respective shareholders, directors, officers, employees, representative and agents harmless from and against all Losses incurred by any of them: (i) that arise out of or result from the breach of the representations and warranties contained in Article VII hereof, (ii) that arise out of, are based upon, or result from any breach or non-fulfillment of any covenant or agreement on the part of Buyer under this Agreement or any related document provided that such claimed Losses are described in a written notice of Claim signed by Seller and delivered promptly upon the occurrence of the alleged breach, or (iii) that arise out of, are based upon, result from or are incurred in connection with any Assumed Liabilities. Buyer shall reimburse Seller for any and all reasonable fees, costs, and expenses of any kind related to any Losses for which indemnification is provided hereunder including any and all Legal Expenses (as defined above) and, for purposes hereof, such fees, costs and expenses shall be deemed to be Losses.

SECTION 10.4 Exclusions and Limitations.

(a) The amount of any Losses incurred by Buyer or Seller hereunder shall be reduced (i) by the net amount Buyer or Seller recovers (after deducting all attorneys' fees, expenses and other costs of recovery) from any third party, from any government or governmental agency, or from any insurer or other third party liable for such Losses, *provided however*, that any increase in Buyer's or Seller's insurance premiums resulting directly from the payment of such Claim shall be included in the Losses recoverable by Buyer or Seller hereunder and (ii) by an amount calculated by applying the applicable corporate Tax rate to the portion of any such Losses which can be treated as a deductible expense by Buyer or Seller to the extent such deduction actually reduces Buyer's or Seller's Tax liability. The amount of any Losses incurred by Buyer or Seller shall be increased to take into account any net Tax cost incurred by Buyer or Seller arising from the receipt of any indemnity payments hereunder (grossed up for such increase).

(b) Buyer or Seller (as the case may be) shall be entitled to indemnification under Sections 10.2 and 10.3 only to the extent that the aggregate amount of such Losses exceeds a deductible amount of Fifty Thousand Dollars (U.S. \$50,000) (the "Indemnification Deductible"), in which event the Losses shall be the amount, if any, which exceeds the Indemnification Deductible, provided the aggregate amount payable in respect of indemnification under Section 10.2 or Section 10.3 shall not exceed \$600,000 (the "Indemnification Cap"). Notwithstanding anything to the contrary contained in this subsection (b), the Indemnification Deductible and the Indemnification Cap shall not apply to any Claim for indemnification under this Article which arises out of (i) the failure of either party to perform or observe under this Agreement or the related documents, or (ii) Claims arising out of or relating to the Retained Liabilities or the Assumed Liabilities, as the case may be.

(c) Any amount paid pursuant to this Section 10.4 shall be considered an adjustment to the Purchase Price set forth in Section 4.1 of this Agreement.

SECTION 10.5 Indemnification Procedure. Promptly after receipt by any person entitled to indemnification under Section 10.2 or 10.3 (an "Indemnified Party") of notice of the commencement of any action by a third party in respect of which the Indemnified Party will seek indemnification hereunder, the Indemnified Party shall notify each person that is obligated to provide such indemnification (an "Indemnifying Party") thereof in writing but any failure to so notify the Indemnifying Party shall not relieve it from any liability that it may have to the Indemnified Party other than to the extent the Indemnifying Party is actually prejudiced by such failure. The Indemnifying Party shall be entitled to participate in the defense of such action and, provided that the Indemnifying Party Confirms in writing its responsibility therefore, may thereafter assume control of such defense with counsel reasonably satisfactory to such Indemnified Party; provided, however, that:

(a) the Indemnified Party shall be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim;

(b) the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a full and complete release from all liability in respect of such Claim.

(c) After receipt of written notice by the Indemnified Party from the Indemnifying Party of its election to assume control of the defense of any such action, the Indemnifying Party shall not be liable to such Indemnified Party hereunder for any Legal Expenses subsequently incurred by such Indemnified Party in connection with the defense thereof. If the Indemnifying Party does not assume control of the defense of such Claim as provided in this Section 10.5, the Indemnified Party shall have the right to defend such Claim in such manner as it may deem appropriate at the cost and expense of the Indemnifying Party, and the Indemnifying Party will promptly reimburse the Indemnified Party therefore in accordance with this Section 10.5. The reimbursement of fees, costs and expenses required by this Section 10.5 shall be made by periodic payments during the course of the investigations or defense, as and when bills are received or expenses incurred.

SECTION 10.6 Other Requirements. The Buyer agrees to provide Seller, at Seller's expense, reasonable access to engineering personnel, test equipment and data as may be necessary in connection with Seller's defense or handling of any Retained Product Claim or Retained Infringement Claim. To the extent Seller may be responsible for indemnification of Buyer hereunder, (A) Buyer covenants and agrees not to engage in any communication with the customers of the Radar System Business with respect to such Claims without the prior and express consent of Seller, (B) Seller shall have the exclusive authority to engage in all such communications with such customers and shall have sole and exclusive settlement authority with respect to all such Claims and (C) Buyer shall notify Seller of any threatened Retained Product Claim or Retained Infringement Claims promptly upon learning of such potential Claim. Seller shall notify Buyer of any threatened Claim with respect to the Radar System Business upon learning of such potential Claim.

SECTION 10.7 Sole Remedy. The indemnities provided in this Article X shall be the sole and exclusive remedy of the Buyer and Seller after the Closing Date with respect to any and all Claims relating to the subject matter of this Agreement other than Claims for which money damages are not an adequate remedy and Claims based upon fraud. In furtherance of the foregoing, and subject to the foregoing exceptions, Buyer and Seller hereby waive, from and after the Closing, to the fullest extent permitted under applicable law, any and all rights, Claims and causes of action each have against the other relating to the subject matter of this Agreement arising under or based upon any federal, state, local or foreign statute law, ordinance, rule or regulation or otherwise. The indemnities provided in this Article X shall be binding upon the Seller and its successors and assigns (including any reorganized entity resulting from the Proceeding) and may not be amended by, and shall survive, any confirmation order.

ARTICLE XI

CONDITIONS TO CLOSING

SECTION 11.1 Conditions to Seller's Obligation. The obligation of the Seller to consummate the transactions contemplated in this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions any of which may be waived (in whole or in part) by the Seller in accordance with Section 12.8 hereof:

(a) Final Sale Order. The Final Sale Order shall have been entered by the Bankruptcy Court.

(b) Transaction Documents. The Buyer shall execute and deliver, or cause to be executed and delivered, to the Seller at the Closing all of the Transaction Documents to which the Buyer is a party.

(c) Representation and Warranties of Buyer. The representations and warranties of the Buyer contained in Article VII of this Agreement shall have been true and correct on and as of the date hereof and shall be true and correct in all material respects (without giving effect to any qualifications or limitations as to materiality) on and as of the Closing Date.

(d) Covenants of Buyer. All covenants of the Buyer contained in this Agreement required to be performed or complied with prior to the Closing shall have been performed and complied with in all material respects.

(e) Certificate of Buyer. The Seller shall have received a certificate of an authorized officer of the Buyer certifying that the conditions in Sections 11.1(c) and 11.1(d) have been satisfied.

(f) Consents. The Buyer shall have obtained all Consents necessary for Buyer to consummate the transactions contemplated herein.

SECTION 11.2 Conditions to Buyer's Obligation. The obligation of the Buyer to consummate the transactions contemplated in this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions any of which may be waived (in whole or in part) by the Buyer in accordance with Section 12.8 hereof:

(a) Final Sale Order. The Final Sale Order, in form and substance reasonably acceptable to the Buyer, shall have been entered by the Bankruptcy Court, which Final Sale Order shall have, without limitation, (1) approved the sale of the Assets to the Buyer on substantially the terms and conditions set forth in this Agreement and authorized the Seller to proceed with the transactions contemplated herein; (2) contained specific findings that the Buyer is a good faith purchaser of the Assets for purposes of Section 363(m) of United States Bankruptcy Code and that there have been no agreements between the Buyer and any other entity regarding the Assets within the ambit of Bankruptcy Code Section 363(n); (3) provided that the sale of the Assets to the Buyer shall be a private sale, free and clear of all Liabilities in accordance with Section 363 of the Bankruptcy Code; (4) provided that, except for the Assumed Liabilities provided in this Agreement, the Buyer shall not assume any Liabilities of the Seller; and (5) provided pursuant to Bankruptcy Rules 6006(d) and 6004(g) that the Sale Order shall not be stayed but shall be effective immediately.

(b) Transaction Documents. The Seller shall have executed and delivered to the Buyer at the Closing all of the Transaction Documents to which the Seller and any Selling Affiliate are a party.

(c) Representation and Warranties. The representations and warranties of the Seller contained in Article VI of this Agreement shall have been true and correct on and as of the

date hereof and shall be true and correct in all material respects (without giving effect to any qualifications or limitations as to materiality) on and as of the Closing Date.

(d) Covenants of Seller. All covenants of the Seller contained in this Agreement required to be performed or complied with prior to the Closing shall have been performed and complied with in all material respects.

(e) Certificate of Seller. The Buyer shall have received a certificate of an authorized officer of the Seller certifying that the conditions in Sections 11.2(b) and 11.2(c) have been satisfied.

(f) Consents. The Seller shall have obtained, and shall have provided Buyer with copies of, all Consents set forth on Schedule 6.3, including all Consents required to be delivered by the Seller pursuant to Section 5.2(a)(iii).

(g) Acquired Contracts. All Acquired Contracts shall be in full force and effect and Seller shall not have received notice or otherwise have knowledge that any party to any Acquired Contract intends to cancel, terminate or refuse to renew any such Acquired Contract or decline to exercise any option or right thereunder.

(h) Certain Contracts. Buyer and Yanfeng Visteon shall have entered into a fully executed Contract or Contracts to continue production of radar ECUs through December 2013, on terms and conditions reasonably acceptable to the Buyer, and such Contracts shall be in full force and effect. Buyer and Hollingsworth Logistics shall have entered into a fully executed Contract or Contracts to continue provision of logistics services through December 2013, on terms and conditions reasonably acceptable to the Buyer, and such Contracts shall be in full force and effect.

(i) Buyer has determined in its sole discretion that the Inventory is sufficient for the uninterrupted operation of the Radar System Business in the usual and ordinary course of business in accordance with past practice and as conducted immediately prior to the Closing Date.

ARTICLE XII

MISCELLANEOUS

SECTION 12.1 Termination. This Agreement may be terminated prior to the Closing:

(a) by the mutual written consent of the Buyer, the Seller and VGTI (subject to the approval of the Bankruptcy Court) at any time;

(b) by the Buyer, in writing, if (A) one or more of the conditions set forth in Section 11.2 is not satisfied on or before the date specified or the Closing Date (as the case may be) for any reason other than a material breach of this Agreement by the Buyer, (B) in the event of any material breach of this Agreement by the Seller, which breach remains uncured three (3) days following written notice by the Buyer to the Seller of such breach; or (C) a Final Sale Order is not entered by the Bankruptcy Court on or before March 5, 2010, through no fault of the Buyer

or (D) the Closing has not occurred on or before March 19, 2010, through no fault of the Buyer;
or

(c) by the Seller, in writing, if (A) one or more of the conditions set forth in Section 11.1 is not satisfied on or before the date specified or the Closing Date (as the case may be) for any reason other than a material breach of this Agreement by the Seller, or (B) in the event of any material breach of this Agreement by the Buyer, which breach remains uncured three (3) days following written notice by the Seller to the Buyer of such breach; or (C) a Final Sale Order is not entered by the Bankruptcy Court on or before March 5, 2010, through no fault of the Seller or (D) the Closing has not occurred on or before March 19, 2010, through no fault of the Seller.

SECTION 12.2 Event of Termination; Remedies. In the event of termination of this Agreement pursuant to and in compliance with Section 12.1:

(a) each party shall return all documents, work papers and other material of any other party, or those prepared by a party from the review of such documents, work papers and other material of the other party, relating to the transactions contemplated hereby, whether obtained before or after the execution hereof, to the party furnishing the same;

(b) no confidential information received by any party with respect to the business of any other party or its affiliates shall be used or disclosed to any third party, unless required by law or in compliance with the terms of any existing confidentiality agreement between or binding Seller and the Buyer or their respective affiliates;

(c) the rights and obligations of the parties hereto under this Agreement shall terminate (other than the provisions of this Article) and there shall be no liability of any party hereto to any other party hereunder and each party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement; provided that the foregoing shall not relieve any party of liability for damages incurred by any other party as a result of any breach of this Agreement resulting from act or omission of the party permitting, causing or committing such breach.

SECTION 12.3 Transition Services.

(a) From the Closing Date and for a period of one year thereafter, except as set forth in Section 12.3(c), upon written request from Buyer and solely to support Buyer's conduct of the Radar System Business, Seller shall use commercially reasonable efforts to provide (or cause one or more of its Affiliates to provide) the services listed on Schedule 12.3(a) to the Buyer for the rates set forth on Schedule 12.3(a). Such services will be provided in a manner consistent, in all material respects, with past practice of Seller in its conduct of the Radar System Business and on such other commercially reasonable terms as may be agreed to the parties. □

(b) Seller shall assign the employee listed on Schedule 12.3(b) to provide such services to Buyer from the Closing Date through April 30, 2010 for the hourly rate for "Mechanical Engineering Services" set forth on Schedule 12.3(a) hereto and Buyer shall accept the provision of all such services. Buyer will offer employment commencing on May 1, 2010 to

the employee listed on Schedule 12.3(b) under the terms set forth in Section 9.1 of this Agreement, provided, however, the offer and all obligations of Buyer set forth in Section 9.1 shall commence on May 1, 2010, not the Closing Date. Seller shall terminate or cause the employee listed on Schedule 12.3(b) to be terminated effective May 1, 2010. Should the employee listed on Schedule 12.3(b) accept such offer of employment by Buyer or any of its Subsidiaries or Affiliates and commence active employment with Buyer or any of its Subsidiaries or Affiliates he will be a "Continued Employee" and Buyer shall recognize the Continued Employees' service with Seller for purposes of any seniority based benefit plans, such as vacation entitlement and severance benefits; for purposes of eligibility and vesting under Buyer's retirement plans (other than with respect to Buyer's pension plan, in which the parties acknowledge no Continued Employee shall be entitled to participate); and to satisfy any waiting periods under Buyer's health and welfare plans.

(c) Seller shall not be obligated to provide, or cause to be provided, any services hereunder if to do so would require Seller to incur (after giving effect to the fees payable hereunder) any cost or expense or, to hire any additional employees or consultants, to pay overtime to employees, or to acquire any additional equipment or software.

SECTION 12.4 Parties in Interest. This Agreement is binding upon and is for the benefit of the parties hereto and their respective successors and permitted assigns (including any reorganized entity resulting from the Proceeding). This Agreement is not made for the benefit of any Person not a party hereto, and no Person other than the parties hereto and their respective successors and permitted assigns will acquire or have any benefit, right, remedy or Claim under or by virtue of this Agreement, except that Indemnified Parties will be entitled to the rights to indemnification provided to the them hereunder.

SECTION 12.5 Assignment. No party to this Agreement will convey, assign or otherwise transfer either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other party hereto in its sole and absolute discretion, except that any party may (without obtaining any consent) assign any of its rights hereunder to a successor to all or any part of its business. Any such conveyance, assignment or transfer without the prior written consent of the other party will be void ab initio. No assignment of this Agreement will relieve the assigning party of its obligations hereunder.

SECTION 12.6 Waiver of Compliance with Bulk Transfer Laws. Buyer hereby waives compliance by Seller and VGTI with the provisions of any bulk transfer Laws which may be applicable to the transactions contemplated by this Agreement. Seller will indemnify, defend and hold harmless the Buyer and its Affiliates from and against, and pay or reimburse, as the case may be, the Buyer for, any and all Losses actually incurred by the Buyer or any of its Affiliates based upon, arising out of or otherwise in respect of such noncompliance.

SECTION 12.7 Notices. All notices, requests, Claims, demands and other communications required or permitted to be given hereunder will be in writing and will be delivered by hand, telecopied, emailed (with receipt acknowledged) or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service (and shall be deemed duly given when so delivered by hand or telecopied, or if mailed, three (3) days after mailing

(one (1) business day in the case of express mail or overnight courier service)). All such notices, requests, Claims, demands or other communications will be addressed as follows:

If to Seller and/or VGTI:

Visteon Corporation
One Village Center Drive
Van Buren Township, Michigan 48111
Attention: General Counsel
Facsimile:

If to Buyer:

Autoliv ASP, Inc.
1320 Pacific Drive
Auburn Hills, Michigan 48326
Attention: General Counsel
Facsimile: 1-801-625-7398

or in any case to such other address or addresses as hereafter shall be furnished as provided in this Section 12.7 by either party to the other party.

SECTION 12.8 Waiver; Remedies. No delay on the part of any of Seller, VGTI or Buyer in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of any of Seller, VGTI or Buyer of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor will any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Unless otherwise provided, the rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties may otherwise have at Law or in equity.

SECTION 12.9 Schedules. All Schedules attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Capitalized terms used in any Schedule to this Agreement but not otherwise defined therein will have the respective meanings assigned to such terms in this Agreement.

SECTION 12.10 Captions; Currency. All Section titles or captions contained in this Agreement or in any Schedule referred to herein and the table of contents of this Agreement are for convenience only and shall not be deemed a part of this Agreement or affect the meaning or interpretation of this Agreement. Unless otherwise specified, all references herein to numbered Sections are to Sections of this Agreement and all references herein to Schedules are to Schedules to this Agreement. Unless otherwise specified, all references contained in this Agreement, in any Schedule referred to herein or in any instrument or document delivered pursuant hereto to dollars or "\$" shall mean United States dollars.

SECTION 12.11 Construction; Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no

presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any Federal, state, local, or foreign Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. For purposes of this Agreement, (i) the terms “hereof”, “herein” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, (ii) the word “including” and words of similar import when used in this Agreement will mean “including, without limitation”, (iii) the word “or” will not be exclusive, and (iv) words in the singular will be held to include the plural.

SECTION 12.12 No Representations or Warranties. Buyer acknowledges that, except as expressly set forth in Article VI of this Agreement, there are no representations or warranties of any kind, expressed or implied, with respect to Seller, the Assets, the Assumed Liabilities or any other matter. It is expressly understood and agreed that Buyer is acquiring and accepting the Assets "AS IS", "WHERE IS" AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER (EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE VI), EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 12.13 Severability. If any term or provision of this Agreement or the application of any such term or provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof, or the application of such term or provision to Persons or circumstances other than those as to which it has been held invalid, illegal or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby.

SECTION 12.14 Submission to Jurisdiction; Waivers. Until the confirmation of a plan or conversion or dismissal of the Proceeding (the “Bankruptcy Court Jurisdiction Termination Date”), each of Seller, VGTI and Buyer hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court for the purposes of any legal action, suit or proceeding arising out of or relating to this Agreement, any transaction contemplated hereunder, any provision hereof or the breach, performance, validity or invalidity hereof. After the Bankruptcy Court Jurisdiction Termination Date, each of Seller, VGTI and Buyer hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Oakland County Circuit Court of the State of Michigan and the United States District Court for the Eastern District of Michigan for the purposes of any legal action, suit or proceeding arising out of or relating to this Agreement, any transaction contemplated hereunder, any provision hereof or the breach, performance, validity or invalidity hereof. Each of Seller, VGTI and Buyer agrees that service of any process, summons, notice or document hand delivered or sent by U.S. registered mail to such party’s respective address set forth in Section 12.7 will be effective service of process for any legal action, suit or proceeding brought against it in any such court with respect to any matters to which it has submitted to jurisdiction as set forth in the immediately preceding sentences. Each of Seller, VGTI and Buyer irrevocably and unconditionally waives any objection to the laying of venue of any legal action, suit or proceeding arising out of or relating to this Agreement, any transaction contemplated hereunder, any provision hereof or the breach, performance, validity or invalidity hereof in the applicable court set forth in this Section 12.14,

and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such legal action, suit or proceeding brought in such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each of Seller, VGTI and Buyer agree that a final judgment in any legal action, suit or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided in Law or in equity.

SECTION 12.15 Expenses. Each of Buyer, Seller and VGTI agrees to pay, without right of reimbursement from the other, all costs and expenses incurred by it and its Subsidiaries and Affiliates incident to the performance of its obligations hereunder, including the fees and disbursements of counsel, accountants, financial advisors, experts and consultants employed by the respective parties in connection with the transactions contemplated hereby, whether or not the transactions contemplated by this Agreement are consummated.

SECTION 12.16 Entire Agreement. This Agreement and the Transaction Documents together constitute the entire agreement between the parties with respect to the subject matter hereof and this Agreement and the Transaction Documents supersede all prior negotiations, agreements or understandings of the parties of any nature, whether oral or written, relating thereto.

SECTION 12.17 Amendment. This Agreement may be modified, amended or supplemented only by written agreement making specific reference hereto executed by Buyer, Seller and VGTI.

SECTION 12.18 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may be by facsimile or via email as a portable document format (.pdf)), each of which will be deemed an original, but all of which together will constitute a single instrument.

SECTION 12.19 Governing Law. This Agreement will be governed by and construed in accordance with the internal Laws of the State of Michigan applicable to Contracts made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

VISTEON CORPORATION

By: _____
Name: Michael K. Sharnas
Title: Vice President and General
Counsel

VISTEON GLOBAL TECHNOLOGIES,
INC.

By: _____
Name: Daniel J. Sepanik
Title: Assistant Secretary

AUTOLIV ASP, INC.

By: _____
Name: Arthur Blanchford
Title: President-Active Safety
Division