

TERMINATION AGREEMENT

This Termination Agreement (this “**Termination Agreement**”) is made and entered into as of July 26, 2010 by and among Visteon Corporation, a Delaware corporation (“**Visteon**”) (as to all Sections), Automotive Components Holdings, LLC, a Delaware limited liability company (“**ACH**”) (as to all Sections except Section 6), and for purposes of Sections 2(c), 4(e) and (h)(ii) and (iii) (in regard to the Payment Acceleration Agreement referred to therein only), 6, 7(a) through (d) (as an ACH Released Party only) and 7(e), 9 through 11, and 13 through 19, only, Ford Motor Company, a Delaware corporation (“**Ford**”), and, for purposes of Section 5 only, Visteon Global Technologies, Inc., a Delaware corporation (“**VGTI**”), and is effective as of the Effective Date (as defined in Section 19 below). Visteon, ACH, Ford, and VGTI are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

R E C I T A L S

A. During 2005 Visteon and Ford restructured their business and commercial relationships, resulting in the transfer to ACH of certain assets and liabilities owned by Visteon that were related to the business of manufacturing and assembling certain automotive parts (the “**Business**”).

B. In order to allow ACH to continue to conduct the Business, Visteon and ACH entered into the following agreements:

Visteon Salaried Employee Lease Agreement, dated October 1, 2005, as amended (the “**SELA**”), whereby Visteon leases certain of its salaried employees to ACH (the “**Salaried Leased Visteon Employees**”); and

Visteon Hourly Employee Lease Agreement, dated October 1, 2005, as amended (the “**HELA**”), whereby Visteon leases certain of its hourly employees to ACH (the “**Hourly Leased Visteon Employees**” and together with the Salaried Leased Visteon Employees, the “**Leased Visteon Employees**”); and

Master Services Agreement dated September 30, 2005, as amended (the “**MSA**”), whereby Visteon provided certain services to ACH.

C. In order to facilitate the leasing of salaried employees to ACH, Visteon and Ford entered into that certain Amended and Restated Reimbursement Agreement dated as of August 14, 2008 (the “**Reimbursement Agreement**”).

D. Visteon and certain of its subsidiaries filed for bankruptcy protection (the “**Bankruptcy Case**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) on May 28, 2009 and Visteon is in the process of restructuring its balance sheet and selling assets, including certain facilities.

E. Visteon has informed ACH that, due to its Bankruptcy Case, it will not continue to lease its employees to ACH or provide services under the MSA and that, absent this Termination Agreement (and the agreements to be signed contemporaneously

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with this Termination Agreement, as referred to herein), it would reject the HELA, SELA, and MSA in its Bankruptcy Case.

F. Such a rejection would give rise to additional unsecured claims of ACH, due to potentially significant adverse ramifications on ACH and Ford of such an action, that would dilute the recovery of the other general unsecured creditors in the Bankruptcy Case.

G. To avoid such rejection and such claims, and thus to enable Visteon (or Visteon's estate) to increase the recovery of the other general unsecured creditors in the Bankruptcy Case, and to provide for a mutually agreed and orderly transfer of certain of the Leased Visteon Employees to employment by ACH, this Termination Agreement (and the agreements to be signed contemporaneously with it, as referred to herein) (as applicable) defines the terms and conditions upon which the HELA, SELA, and MSA will be terminated and the applicable Leased Visteon Employees transferred, as well as the agreement of Visteon and Ford to certain related matters.

H. This Agreement (and the agreements to be signed contemporaneously with it, as referred to herein) (as applicable) also defines the terms and conditions of certain releases by ACH and Visteon of certain claims relating to the HELA, SELA, and MSA, and of Ford relating to certain claims regarding certain Salaried Leased Visteon Employees who transfer to ACH, as well as the provision by ACH of certain additional consideration to Visteon.

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Visteon, ACH, Ford, and VGTI agree as follows; provided, however, that each is a party to this Termination Agreement only in regard to the Sections that apply to it, as described above:

1. Termination of Existing Agreements and Entry into Transfer Agreements

(a) The SELA shall terminate at 11:59 p.m. Dearborn, Michigan time on August 31, 2010 (the "**SELA Termination Date**") and the HELA shall terminate at 11:59 p.m. Dearborn, Michigan time on August 31, 2010 (the "**HELA Termination Date**") or, in each case, upon such other date as Visteon and ACH expressly agree upon in writing.

(b) Effective at 12:01 a.m. Dearborn, Michigan time on September 1, 2010 (or upon such other date as Visteon and ACH expressly agree upon in writing) ("**Salaried Transfer Date**"), certain of the Salaried Leased Visteon Employees shall transfer to ACH. Effective at 12:01 a.m. Dearborn, Michigan time on September 1, 2010 (or upon such other date as Visteon and ACH expressly agree upon in writing) ("**Hourly Transfer Date**"), certain of the Hourly Leased Visteon Employees shall transfer to ACH. Such transfers will occur in accordance with:

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for Salaried Leased Visteon Employees, that certain Salaried Employee Transfer Agreement (the “**SETA**”) between Visteon and ACH; and,

for Hourly Leased Visteon Employees, that certain Hourly Employee Transfer Agreement (the “**HETA**”) between Visteon and ACH.

The SETA and HETA are attached as **Attachments I and II**, respectively, to this Termination Agreement and will be executed by ACH and Visteon contemporaneously with this Termination Agreement and will be effective as of the Effective Date of this Termination Agreement. For all Salaried Leased Visteon Employees who are transferred to ACH, ACH shall be treated as a “buyer” under the provisions of the SELA.

(c) Effective as of 11:59 p.m. Dearborn, Michigan time on August 31, 2010 (or upon such other date as Visteon and ACH expressly agree upon in writing) (the “**MSA Termination Date**”), the MSA shall terminate. Prior to the MSA Termination Date, ACH may immediately terminate any services under the MSA upon notice to Visteon and the prior notice period for termination of services provided for under the MSA will not apply; provided, however, that with respect to services terminated by ACH prior to the MSA Termination Date, ACH will reimburse Visteon for any amounts charged to Visteon by the applicable Visteon Third Party Service Providers (as defined in the MSA) in accordance with its applicable agreement with Visteon as a result of ACH’s termination of any such services upon less than 30 days’ notice; provided that Visteon actually pays such amounts to such Visteon Third Party Service Provider and Visteon will use commercially reasonable efforts to mitigate any such amounts. ACH is not required to provide any notice of termination of the MSA on the MSA Termination Date and the first sentence of Section 6.2(c) of the MSA will apply in regard to such termination.

(d) Except as provided in Section 1(c) above and 4(c), (d), (e), (g) and (h) below, Visteon and ACH shall continue to comply with and timely perform their obligations under the SELA, HELA, and MSA until and through the SELA Termination Date, HELA Termination Date, and MSA Termination Date, respectively.

2. Salaried Inactive Employees; Applicability of VSP; and "Eligible Employee" Under Reimbursement Agreement; Approved Workers Compensation/Disability Separation Status Employees

Salaried Inactive Employees

(a) Notwithstanding the termination of the SELA, there will likely be some Salaried Leased Visteon Employees who are on leave as of the Salaried Transfer Date (the “**Salaried Inactive Employees**”). Pursuant to the SETA, ACH will hire those Salaried Inactive Employees on the Preliminary Employee Roster (as defined in the SETA) who return to active status within six months after the Salaried Transfer Date. Under the SETA, for purposes of returning to active status, the 30-day waiting period normally imposed on persons after returning from inactive status due to medical leave

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shall be deemed waived for Salaried Inactive Employees upon returning to work; provided that such Salaried Inactive Employees will be transferred on the business day following the day they make an Effective Return to Work (as described in the SETA). For such Salaried Inactive Employees, ACH will pay the direct costs incurred by Visteon to retain such Salaried Inactive Employees until they return to active status (which must occur within six months after the Salaried Transfer Date) and through the date of transfer to ACH under the SETA. The term “**direct costs**” in this subparagraph (a) means only the costs set forth on **Attachment III** to this Termination Agreement relating to Salaried Inactive Employees. In no event will ACH be required to pay for any direct costs relating to any Salaried Inactive Employee for periods (i) after the date of transfer of the Salaried Inactive Employee or, (ii) on or after the date the Salaried Inactive Employee ceases to be eligible for transfer under the SETA (*i.e.*, has not returned to active status within six months after the Salaried Transfer Date).

(b) Notwithstanding the termination of the SELA, Visteon shall maintain the Salaried Inactive Employees on the Visteon salary rolls to the extent required in order to make them available for transfer to ACH pursuant to the SETA.

(c) Notwithstanding anything to the contrary in the SELA or the Reimbursement Agreement:

(1) upon and after the termination of the SELA, the requirements of Sections 2.06(a), 3.01, 3.06 and 3.07 of the SELA shall be deemed to apply under this Termination Agreement to the Salaried Inactive Employees (instead of "Leased Employees," since they will no longer be leased to ACH) until the later of the date on which the last Salaried Inactive Employee (A) has either been transferred to ACH or (B) is no longer eligible to transfer to ACH; and

(2) for purposes of applying Section 2.06(a) of the SELA to Salaried Inactive Employees under Section 2(c)(1) above, the first sentence of Section 2.06(a) shall be deemed to refer to Salaried Inactive Employees not transferred to ACH and terminated by Visteon because no comparable job is available at Visteon, as further described in Section 2(c)(3) below); and

(3) for purposes of Section 2.06(a) of the SELA (including as applied under this Termination Agreement under Section 2(c)(1) and (2) above), the VSP¹ and the term "Eligible Employee" under the Reimbursement Agreement shall apply to Salaried Inactive Employees and Active Visteon Employees² only as described in **Attachment IV** to this Termination Agreement in regard to the termination of

¹ Presently, the applicable plan is the Visteon Transition Plan dated August 21, 2009, as approved by the Bankruptcy Court. For purposes of this Termination Agreement, references to the "Visteon Separation Plan" or "VSP" shall refer to such Visteon Transition Plan as it applies to Salaried Leased Visteon Employees.

² As used in this Termination Agreement, the term “Active Visteon Employee” shall have the meaning specified in the SETA.

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employment of such employees by Visteon that relates to or arises from the termination of the SELA or transfer of employment of such employee in accordance with this Termination Agreement and the SETA.

For clarity:

(A) Except as specifically designated in Attachment IV to this Termination Agreement, Ford shall have no obligation to reimburse Visteon for any VSP or other "Separation Costs" under the Reimbursement Agreement (or otherwise); and

(B) ACH shall continue to have no obligation to reimburse Visteon for any costs described in Section 2(c)(3)(A) above.

(d) For the avoidance of doubt, references to Sections of the SELA in this Section 2 as applicable to Salaried Inactive Employees shall apply upon and after the SELA Termination Date and shall apply notwithstanding the termination of the SELA; provided, however, that such references: (i) shall not be construed as obligations under the SELA that survive termination of the same, but, rather, are new obligations created under this Termination Agreement that relate to such Salaried Inactive Employees; and (ii) shall not require a Party to perform any obligation already fully performed under the SELA in regard to the applicable Salaried Inactive Employee prior to the SELA Termination Date.

Approved Workers Compensation/Disability Separation Status Employees

(e) Notwithstanding the termination of the HELA, there may be some Hourly Leased Visteon Employees who are Approved Workers Compensation/Disability Separation Status Employees (as defined in the HETA) as of the Hourly Transfer Date. Pursuant to the HETA, ACH will hire those Approved Workers Compensation/Disability Separation Status Employees on the Preliminary Employee Roster (as defined in the HETA) who make an Effective Return to Work (as defined in the HETA) after the Hourly Transfer Date provided that such return takes place on or before the applicable Last Possible Transfer Date (as defined in the HETA). Under the HETA, for purposes of making an Effective Return to Work, any waiting period normally imposed on persons after returning from separation status due to medical leave shall be deemed waived for Approved Workers Compensation/Disability Separation Status Employees upon returning to work; provided that such Approved Workers Compensation/Disability Separation Status Employees will be transferred on the business day they make an Effective Return to Work. For such Approved Workers Compensation/Disability Separation Status Employees, ACH will pay the direct costs incurred by Visteon to retain such Approved Workers Compensation/Disability Separation Status Employees until they make an Effective Return to Work (which must occur on or before the Last Possible Transfer Date) and through the date of transfer to ACH under the HETA. The term "**direct costs**" in this subparagraph (e) means only the costs set forth on **Attachment III** to this Termination Agreement that relate to Approved Workers Compensation/Disability Separation Status Employees. In no event will ACH be required to pay for any direct

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costs relating to any Approved Workers Compensation/Disability Separation Status Employee for periods (i) after the date of transfer of the Approved Workers Compensation/Disability Separation Status Employee or, (ii) on or after the date the Approved Workers Compensation/Disability Separation Status Employee ceases to be eligible for transfer under the HETA (*i.e.*, has not made an Effective Return to Work on or before the Last Possible Transfer Date).

(f) Notwithstanding the termination of the HELA, Visteon shall maintain the Approved Workers Compensation/Disability Separation Status Employees on the Visteon hourly rolls to the extent required in order to make them available for transfer to ACH pursuant to the HETA.

(g) Notwithstanding anything to the contrary in the HELA, upon and after the termination of the HELA, the requirements of Sections 3.01, 3.04 and 3.05 of the HELA shall be deemed to apply under this Termination Agreement to the Approved Workers Compensation/Disability Separation Status Employees (instead of "Leased Employees," since they will no longer be leased to ACH) until the later of the date on which the last Approved Workers Compensation/Disability Separation Status Employee (A) has either been transferred to ACH or (B) is no longer eligible to transfer to ACH;

(h) For the avoidance of doubt, references to Sections of the HELA in this Section 2 as applicable to Approved Workers Compensation/Disability Separation Status Employees shall apply upon and after the HELA Termination Date and shall apply notwithstanding the termination of the HELA; provided, however, that such references: (i) shall not be construed as obligations under the HELA that survive termination of the same, but, rather, are new obligations created under this Termination Agreement that relate to such Approved Workers Compensation/Disability Separation Status Employees; and (ii) shall not require a Party to perform any obligation already fully performed under the HELA in regard to the applicable Approved Workers Compensation/Disability Separation Status Employee prior to the HELA Termination Date.

3. Continuing Services

Upon and after the MSA Termination Date, and notwithstanding such termination of the MSA, Visteon shall continue to provide to ACH under this Termination Agreement the continuing services ("**Continuing Services**") described on **Attachment V** to this Termination Agreement for the applicable price and term specified in **Attachment V** or such lesser term as ACH may request; provided, however, that the engineering design tools access provided for in Attachment V will commence on the Effective Date of the Fifth Amendment to Intellectual Property Contribution Agreement in accordance with such agreement.

4. Additional Obligations; Effect of Termination

(a) The rights and obligations of the Parties set forth in **Attachment VI** shall apply as specified therein.

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(b) Except as otherwise expressly provided in this Termination Agreement (including in Section 2 above, 4(c) and 4(d) below, and Section (e) or (f) of Attachment VI) or the SETA or HETA, there shall be no liability of ACH or Visteon that arises as a result of the termination of the SELA, HELA or MSA.

(c) For administrative purposes because of limitations in payroll systems, ACH will pay for Visteon the wages (but not the benefits) payable by Visteon for August 30, 2010 and August 31, 2010 to each Hourly Leased Visteon Employee whose employment will transfer to ACH on September 1, 2010 pursuant to the HETA. The tax and payroll deductions for these payments may or may not be the same as those for such Hourly Leased Visteon Employee for the prior period of his/her employment with Visteon. Notwithstanding Section 4.01 of the HELA or any provision of this Termination Agreement to the contrary, ACH shall not be obligated to reimburse Visteon for any amounts paid by ACH under this Section 4(c). Further, notwithstanding ACH's payments as described in this Section 4(c), Visteon and ACH acknowledge and agree that all Hourly Leased Visteon Employees shall remain employees of Visteon on August 30 and 31, 2010 for all purposes. Visteon will provide ACH with any information requested by ACH to make the payments described in this Section 4(c) (*e.g.*, information on garnishments and legal holds).

(d) Section 4(b) above and the termination of the SELA, HELA or MSA will not limit or affect ACH's obligations to pay any amounts due and owing to Visteon under any such agreement for services (including the lease of employees, as applicable) provided under the same prior to or on the termination date of such agreement (but specifically excluding any wages paid by ACH for Visteon for Hourly Leased Visteon Employees pursuant to Section 4(c) and excluding any costs resulting from or relating to the termination of such agreement, including any resulting from or relating to the termination of the MSA or any services thereunder pursuant to, but subject to the exception expressly set forth in, to Section 1 (c) above); provided that, except as expressly provided for in Section (e) or (f) of Attachment VI:

(i) such amounts were identified and actually incurred by Visteon (and were not covered by insurance) on or after January 1, 2010 (except for adjustments/reconciliations for wages and other compensation for Leased Visteon Employees -- *e.g.*, bonus, jury duty, premium time, lump sum, employee-related tax true-up) and prior to or on such termination date, but not yet reported or invoiced as of such date. For the avoidance of doubt, any amounts identified and incurred by Visteon, but for which Visteon's liability for such amounts is or will be discharged or released in or as a result of Visteon's Bankruptcy Case will not be considered to have been actually incurred by Visteon and are not payable or reimbursable by ACH; provided, that if Visteon elects not to discharge or release any such liability through its Bankruptcy Case, but instead elects to negotiate a settlement involving the amounts to be reimbursed by ACH with the applicable Visteon Third Party Service Provider, then ACH will be liable for its pro rata share of such settlement amount, but only for that portion which relates to services provided to ACH under the MSA and not for any termination payments or the like

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(except for those for which ACH has a reimbursement obligation as expressly provided for in Section 1(c) above); and provided further that ACH shall not be obligated to reimburse Visteon as a result of such settlement unless such settlement results in reimbursement obligation for ACH no greater than it would have had absent the settlement (assuming such Visteon Third Party Service Provider's claim was not discharged or released);

(ii) such amounts are of a type set forth in **Attachment VII** to this Termination Agreement and are reported and invoiced, and any adjustments or reconciliations thereto are made, in accordance with the terms and conditions of the SELA, HELA, or MSA (as applicable), the past practices of Visteon and ACH in regard thereto, and the applicable timing set forth in Attachment VII (ACH will have no obligation to reimburse or pay Visteon for any amounts not reported, invoiced, adjusted, or reconciled by the applicable date set forth in Attachment VII, except to the extent such failure to invoice, adjust or reconcile results from ACH's failure to cooperate with Visteon in the applicable process in a timely manner in accordance with past practice);

(iii) ACH will not be responsible for any amounts for which Visteon's concomitant obligation to reimburse ACH for the same or similar items has been or will be released or discharged (whether under Section 7 below or otherwise); and

(iv) ACH will not be responsible for any amounts for which Visteon or any of its affiliates has or had an indemnity obligation to ACH or Ford under the SELA, HELA, or MSA (irrespective of whether such obligation has been or will be released or discharged).

(e) For the avoidance of doubt, neither ACH nor Ford shall be responsible for or entitled to any FAS No. 88 costs or credits incurred by Visteon relating to or arising from any acts or events occurring prior to, on, or after the Effective Date regarding any Hourly Leased Visteon Employees or Salaried Leased Visteon Employees (including any such costs or credits relating to or arising from the termination of the HELA or SELA or the transfer of any such employees to ACH), except for FAS No. 88 costs reimbursable by Ford (and any FAS No. 88 credits that may be due Ford) under the Reimbursement Agreement in accordance with Section 2(c) and Attachment IV to this Termination Agreement for those Salaried Leased Visteon Employees described in items 3 and 6 of Attachment IV. This Section 4(e) will not, however, affect any such costs or credits invoiced and paid by ACH or Ford to Visteon, or credited to ACH or Ford by Visteon, on or prior to May 5, 2010.

(f) Except as expressly provided for in this Section 4 or Section (e) or (f) of Attachment VI, ACH will have no obligation to pay any amounts to Visteon under the SELA, HELA or MSA after the termination date for such agreement for services (including the lease of employees, as applicable) provided under the same prior to or on such termination date.

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(g) ACH will not require Visteon to relocate any Leased Visteon Employees prior to the Salaried Transfer Date or Hourly Transfer Date (as applicable) to the extent relocation expenses would be incurred by Visteon as a result without first separately agreeing in writing with Visteon to reimburse Visteon for all of its costs incurred in regard to such relocation. Visteon will not unreasonably withhold or delay its consent to any such agreement requested by ACH.

(h) (i) Visteon will continue its 2010 annual incentive compensation plan applicable to the Salaried Leased Visteon Employees (the "**Plan**") through the end of the Plan performance period and thereafter through the time period required for any payments under the Plan to be made, but only in regard to those current and former Salaried Leased Visteon Employees whose employment (A) by Visteon ceased (or ceases) in 2010 as a result of retirement, death, or having been unleased by ACH (other than an employee terminated by Visteon for an offense that would justify a "for cause" termination under Visteon's personnel policies or for failure to achieve acceptable performance under the Visteon Performance Improvement Program) and (B) is not transferred to ACH in accordance with this Termination Agreement and the SETA (such employees are referred to below as "**Covered Participants**"). Visteon and ACH acknowledge that the intent is to continue past practice by arranging for payments pursuant to the Plan to those categories of Covered Participants who would have received payments from the Plan in prior years despite having left Visteon's employ during the Plan year. Visteon will not amend or terminate the Plan without the prior written consent of ACH. For the avoidance of doubt, Visteon will not be obligated to continue the Plan in regard to Salaried Leased Visteon Employees other than Covered Participants.

(ii) In the event a decision is made to make payments to Covered Participants and their beneficiaries under the Plan (which decision will be made in accordance with the requirements of the SELA and past practices): (A) no later than three business days before such payments are due and payable, ACH will pay to Visteon's paying agent under the Plan such aggregate amount as is necessary to reimburse Visteon for the aggregate amount of such payments; and (B) Visteon will, subject to receipt of such aggregate amount from ACH by Visteon's paying agent, cause its paying agent to make such payments (less any applicable tax withholding, garnishments, or other legally required withholdings or deductions) when and as required under the Plan. This Section 4(h)(ii) supersedes any requirements under SELA or otherwise in regard to ACH's reimbursement or payment obligations to Visteon in regard to the Plan.

ACH and Visteon agree that any reimbursement obligations of ACH to Visteon relating to 2010 annual incentive compensation payable by Visteon to Visteon salaried employees leased by it to ACH under the SELA, and any obligations of ACH and Ford under the Payment Acceleration Agreement among Visteon, Ford and ACH dated March 30, 2006, are suspended, effective as of the signature date of this Agreement, in anticipation of the termination of those agreements, except for ACH's reimbursement obligations to Visteon for "Covered Participants" under this Agreement.

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(iii) Upon the Effective Date, the following agreements shall terminate: (A) that certain Escrow Agreement dated as of August 2, 2006 among Visteon, ACH and Comerica Bank, as escrow agent, and (B) that certain Payment Acceleration Agreement among Visteon, Ford and ACH dated March 30, 2006.

5. Fifth Amendment to Intellectual Property Contribution Agreement.

The Parties agree that the termination of the MSA and the transfer of certain of the Salaried Leased Visteon Employees from Visteon to ACH necessitate a new arrangement pursuant to which ACH's access to, and use of, certain engineering design tools currently provided by Visteon for use by ACH will continue. In this regard, the Parties shall execute, contemporaneously with this Termination Agreement, the Fifth Amendment to Intellectual Property Contribution Agreement attached hereto as **Attachment VIII**.

6. Reimbursement Agreement.

Visteon and Ford hereby agree that the definition of "Eligible Employee" in the Reimbursement Agreement shall be modified as follows to reflect the intent of the parties and that such modified definition shall be subject to Section 2(c) above:

"As used herein, the term "**Eligible Employee**" means any salaried employee of Visteon or a subsidiary of Visteon who is (a) leased to ACH pursuant to the Employee Lease Agreement; and (b) whose employment with Visteon (or the applicable Visteon subsidiary) has been terminated as the result of ACH's termination of such employee's lease in accordance with the Employee Lease Agreement, and such employee either:

- A. has not been offered employment by a buyer of the ACH businesses or by ACH or another entity designated by ACH within thirty days after termination of such Visteon employment, or
- B. has been offered employment by Visteon or by a buyer of the ACH businesses or by ACH or another entity designated by ACH but has not accepted the employment offer because the position is not a comparable position as agreed by Ford and Visteon,

provided, however, that an employee who is terminated for an offense that would justify a "for cause" termination under Visteon's Personnel policies or for failure to achieve acceptable performance under the Visteon Performance Improvement Program is not an Eligible Employee."

7. ACH and Visteon Mutual Releases; Ford – Visteon Agreement Regarding Certain Obligations under the ARETA.

(a) For purposes of Section 7(a), (b), and (c), the "**ACH Release Effective Date**" shall mean: with respect to any Claim (defined below) relating to, emanating out of, or

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arising from the SELA, the HELA, or the MSA, the date immediately following the date on which the employment of the last of the Leased Visteon Employees (other than Inactive Visteon Employees, as defined in the SETA, or Approved Workers Compensation/Disability Separation Status Employees, as defined in the HETA) who are to transfer to ACH in accordance with this Termination Agreement and the SETA or HETA (as applicable) is transferred to ACH in accordance with such agreements (for the avoidance of doubt, there shall be only one ACH Release Effective Date for all such Claims, and not separate ACH Release Effective Dates for Claims relating to, emanating out of, or arising from the SELA, HELA, or MSA). In addition, the Parties acknowledge that Ford is not a party to the MSA, SELA, or HELA and has no obligations thereunder.

(b) Effective upon the applicable ACH Release Effective Date (as defined above), and provided Visteon and VGTI have fully complied with their material obligations under this Termination Agreement, the SETA and the HETA as of such date, ACH, on behalf of itself and its affiliates (collectively, “**ACH Releasing Parties**”), unequivocally releases and forever discharges Visteon, its affiliates and all of their respective agents, consultants, directors, officers, employees (other than Leased Visteon Employees, as specified below), executives, attorneys, accountants and representatives, in any capacity whatsoever (collectively, “**Visteon Released Parties**”), from any and all claims, demands, actions, liabilities, causes of action, costs, losses, liens, debts, damages, dues, accounts, sum or sums of money, covenants, contracts, agreements, expenses, judgments, executions, awards, bonds, bills, specialties, reckonings, demands and suits of every nature, kind and description whatsoever, either at law, in equity or otherwise, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, disclosed or undisclosed, matured or un-matured, material or immaterial, whether individual, class, derivative or representative, and whether or not asserted or raised and existing, or alleged to exist or to have existed (collectively, “**Claims**”) arising prior to or on the ACH Release Effective Date, which the ACH Releasing Parties ever had or may have against any of the Visteon Released Parties, to the extent solely relating to, emanating out of, or arising from (i) the SELA, (ii) the HELA, or (iii) the MSA, respectively; provided, however, that such release and discharge shall not apply to any Claims of any ACH Releasing Party:

(1) asserted for defensive purposes against any Claims of any nature that are asserted against such ACH Releasing Party by a Visteon Released Party (and/or any party claiming rights by or through a Visteon Released Party, such as by way of subrogation);

(2) relating to, emanating out of, or arising from any breach by any Visteon Released Party of any material obligation under the SELA, HELA, or MSA on or after the date this Termination Agreement is signed by the Parties, but prior to or on the termination date of the SELA, HELA, or MSA (as applicable);

(3) relating to, emanating out of, or arising from any amounts due or payable pursuant to Section 4(c), (d) or (h) above or Section (e) or (f) of Attachment VI, as well as any associated invoices, adjustments, or reconciliations described in any such

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Section, including any associated obligations of Visteon to credit ACH or pay any sums to ACH; or

(4) against or relating to any current or former Leased Visteon Employee.

All Claims of an ACH Releasing Party not released under this Section 7(b) (including those described in items (1) – (3) above), and all rights of the applicable ACH Releasing Party in regard thereto, are expressly reserved by the applicable ACH Releasing Party and are unaffected by this Termination Agreement or the termination of the SELA, HELA, or MSA (as applicable). For the avoidance of doubt, the release and discharge provided by an ACH Releasing Party above also does not cover any Claims (A) of such ACH Releasing Party for breach of this Termination Agreement or the SETA or HETA, or relating to, emanating out of, or arising from any agreements other than the SELA, HELA, and MSA as expressly provided for above and (B) of Ford under the Reimbursement Agreement.

For avoidance of doubt, the release and discharge provided above by the ACH Releasing Parties specifically includes the Claims that are listed in **Attachment IX** hereto.

As of the date that is seven Business Days (as defined in the SETA and HETA) after the ACH Release Effective Date, any and all proofs of claim submitted by ACH in the Bankruptcy Case on account of the Claims subject to this release, including the Claims listed on Attachment IX hereto, shall be deemed expunged without any further action of Visteon or VGTI or ACH and without any further action, order, or approval of the Bankruptcy Court and consistent with the terms of this Termination Agreement.

(c) Effective upon the applicable ACH Release Effective Date, and provided that ACH and Ford have fully complied with their material obligations under this Termination Agreement, and ACH has fully complied with its material obligations under the SETA and the HETA as of such date, Visteon, on behalf of itself and its affiliates (collectively, "**Visteon Releasing Parties**") unequivocally release and forever discharge ACH, its affiliates and all of their respective agents, consultants, directors, officers, employees, executives, attorneys, accountants and representatives, in any capacity whatsoever (collectively, "**ACH Released Parties**") from any and all Claims arising prior to or on the ACH Release Effective Date, which the Visteon Releasing Parties ever had or may have against any of the ACH Released Parties to the extent solely relating to, emanating out of, or arising from (i) the SELA, (ii) the HELA, or (iii) the MSA, respectively; provided, however, that such release and discharge shall not apply to (A) any Claims asserted for defensive purposes against any Claims of any nature that are asserted against such Visteon Releasing Party by an ACH Released Party; or (B) any Claims of any Visteon Releasing Party relating to, emanating out of, or arising from any breach by any ACH Released Party of any material obligation under the SELA, HELA, or MSA on or after the date this Termination Agreement is signed by the Parties, but prior to or on the termination date of the SELA, HELA, or MSA (as applicable).

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All Claims of a Visteon Releasing Party not released under this Section 7(c) (including those described in items (A) and (B) above), and all rights of the applicable Visteon Releasing Party in regard thereto, are expressly reserved by the applicable Visteon Releasing Party and are unaffected by this Termination Agreement or the termination of the SELA, HELA, or MSA (as applicable). For the avoidance of doubt, the release and discharge provided by a Visteon Releasing Party above also does not cover any Claims (X) of such Visteon Releasing Party for breach of this Termination Agreement or the SETA or HETA, or relating to, emanating out of, or arising from any agreements other than the SELA, HELA, and MSA as expressly provided for above and (Y) of Visteon under the Reimbursement Agreement.

(d) The releases and discharges under this Section 7 are made for the purpose of settling disputed claims and allegations. They are in no way an admission of liability, or an admission or indication of agreement to any theory of liability or wrongdoing, by any ACH Releasing Party, ACH Released Party, Visteon Releasing Party, or Visteon Released Party and such parties expressly deny any such admission, indication, and liability.

(e) Ford and Visteon shall execute, contemporaneously with this Termination Agreement, the letter Agreement Regarding Certain Obligations under the ARETA attached hereto as **Attachment X**.

8. Notices.

All notices, requests and other communications to any Party hereunder shall be in writing (including facsimile transmission and electronic mail (“**e-mail**”) transmission, so long as a receipt of such facsimile or e-mail is requested and received) and shall be given,

if to ACH or Ford, to each of the following:

Automotive Components Holdings, LLC
17000 Rotunda Drive, Room B-3-5
Dearborn, Michigan 48120
Attention: Diale D. Taliaferro, General Counsel & Secretary
E-mail: dtaliafe@ach-llc2.com

Ford Motor Company
Office of the General Counsel
One American Road
320 World Headquarters
Dearborn, Michigan 48120
Attention: Bonnie Gorichan, Managing Counsel – ERISA and Employee Benefits
E-mail: bgoricha@ford.com

if to Visteon or VGTI, to:

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Visteon Corporation
One Village Center Drive
Van Buren Township, Michigan 48111
Attention: Michael Sharnas, Vice President - General Counsel
E-mail: msharnas@visteon.com

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt. For the purposes of this Termination Agreement, "Business Day" means a day other than a Saturday, Sunday, or other day on which commercial banks in Detroit, Michigan are authorized or required by law to close.

9. Successors and Assigns.

The provisions of this Termination Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Termination Agreement without the consent of each other Party hereto. Upon any such permitted assignment, the references in this Termination Agreement to the assignor shall also apply to any such assignee unless the context otherwise requires. Notwithstanding the foregoing, Visteon shall assign this Termination Agreement to its successor-in-interest (if any) pursuant to a plan consummated under the Bankruptcy Cases.

10. Governing Law.

This Termination Agreement shall be governed by and construed in accordance with the law of the State of Michigan, without regard to the conflicts of law rules of such state.

11. Dispute Resolution.

If a dispute arises between any of the Parties relating to this Termination Agreement, during the time that Visteon is involved in the Bankruptcy Case, then the procedure for enforcing the terms of this Termination Agreement and seeking relief shall be governed by the Bankruptcy Court. For claims arising after Visteon has exited the Bankruptcy Case³, then, subject to Section 18 below, the following shall be the sole and

³ For the purposes of this Termination Agreement, Visteon shall be deemed to have exited the Bankruptcy Case upon the order of the Bankruptcy Court confirming Visteon's plan of reorganization becoming a final, non-appealable order.

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exclusive procedure for enforcing the terms hereof and for seeking relief, including injunctive relief and specific performance:

(a) The Parties promptly shall hold a meeting of senior executives with decision-making authority to attempt in good faith to negotiate a mutually satisfactory resolution of the dispute; *provided* that no Party shall be under any obligation whatsoever to reach, accept or agree to any such resolution; provided further, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party hereto of any remedies to which such Party would otherwise be entitled.

(b) If the Parties are unable to negotiate a mutually satisfactory resolution as provided above, then upon request by either Party, the matter shall be submitted to binding arbitration before a sole arbitrator in accordance with the CPR Rules, including discovery rules, for Non-Administered Arbitration. Within five Business Days after the selection of the arbitrator, each Party shall submit its requested relief to the other Party and to the arbitrator with a view toward settling the matter prior to commencement of discovery. If no settlement is reached, then discovery shall proceed. Upon the conclusion of discovery, each Party shall again submit to the arbitrator its requested relief (which may be modified from the initial submission) and the arbitrator shall select only the entire requested relief submitted by one Party or the other, as the arbitrator deems most appropriate. The arbitrator shall not select one Party's requested relief as to certain claims or counterclaims and the other Party's requested relief as to other claims or counterclaims. Rather, the arbitrator must only select one or the other Party's entire requested relief on all of the asserted claims and counterclaims, and the arbitrator will enter a final ruling that adopts in whole such requested relief. The arbitrator will limit his/her final ruling to selecting the entire requested relief he/she considers the most appropriate from those submitted by the Parties. Notwithstanding the agreement to arbitrate as set forth above, the Parties shall have the right, before, during or after any arbitration proceeding, to (i) exercise self help remedies, or (ii) obtain provisional, equitable, extraordinary or ancillary remedies available in a court of competent jurisdiction under applicable state and federal statutes and court rules (including injunctive relief, appointment of a receiver, claim and delivery, replevin, real estate foreclosure, prevention of waste, and the like).

(c) Arbitration shall take place in the City of Dearborn, Michigan unless the Parties agree otherwise in writing or the arbitrator selected by the Parties orders otherwise. Punitive or exemplary damages shall not be awarded. This Section 11 is subject to the Federal Arbitration Act, 28 U.S.C.A. Section 1, et seq., or comparable legislation in non-U.S. jurisdictions, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

12. Continuing Services - Limitation of Liability; Exclusion of Incidental and Consequential Damages; and Warranty Disclaimer.

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Except as provided in Section 12(c) below, each of the following: (i) shall apply only to obligations (or a breach in regard thereto) relating to the specific Continuing Services for which this Section 12 applies, as specified in Attachment V, and to no other Continuing Services and no other obligations or breaches under this Termination Agreement; (ii) shall not apply to the extent of any willful or intentional breach; and (iii) shall not in any way limit or affect any rights a Party may have to specific performance:

(a) Except as provided for in the first sentence of this Section 12, notwithstanding any other provision of this Termination Agreement, and for any reason, including breach of any duty imposed by this Termination Agreement or independent of this Termination Agreement, and regardless of any claim in contract, tort (including negligence) or otherwise, the liability of Visteon under this Termination Agreement for any single breach of any obligation to provide a Continuing Service shall in no circumstance exceed, in the aggregate, the total amount of all payments for services (including mark-up) made or payable to Visteon by ACH under the MSA for the three (3) months prior to the MSA Termination Date.

(b) SUBJECT TO THE FIRST SENTENCE OF THIS SECTION 12, INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER PROVISION OF THIS TERMINATION AGREEMENT, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE.

(c) WITH RESPECT TO THE CONTINUING SERVICES OR ANY DATA, WORKS OR MATERIALS TO BE PROVIDED UNDER ATTACHMENT V TO THIS TERMINATION AGREEMENT, VISTEON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION HEREWITH INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; PROVIDED, HOWEVER, THAT IN REGARD TO ENGINEERING DESGN TOOL ACCESS, ACCESS WILL BE PROVIDED AS PROVIDED ON AND PRIOR TO THE EFFECTIVE DATE AND AS OTHERWISE PROVIDED FOR IN THE FIFTH AMENDMENT TO INTELLECTUAL PROPERTY CONTRIBUTION AGREEMENT.

13. Jurisdiction.

Subject to Section 11, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Termination Agreement or the transactions contemplated hereby shall be brought in any federal court sitting in Michigan or any Michigan State court sitting in Wayne County or Oakland County, Michigan, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Termination Agreement shall be deemed to have arisen

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from a transaction of business in the State of Michigan, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court.

14. WAIVER OF JURY TRIAL.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS TERMINATION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15. Counterparts; Effectiveness; Third Party Beneficiaries.

This Termination Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. No provision of this Termination Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties hereto and their respective successors and permitted assigns under Sections 7 and 9.

16. Entire Agreement.

This Termination Agreement (including the Attachments to it) constitutes the entire agreement among the Parties with respect to the subject matter of this Termination Agreement and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter of this Termination Agreement. As used in this Termination Agreement, “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.

17. Severability.

If any term, provision, covenant or restriction of this Termination Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Termination Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Termination Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

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18. Specific Performance.

Notwithstanding Section 11, the Parties hereto agree that irreparable damage would occur if any provision of this Termination Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Termination Agreement or to enforce specifically the performance of the terms and provisions hereof in the courts specified in Section 11, in addition to any other remedy to which they are entitled at law or in equity.

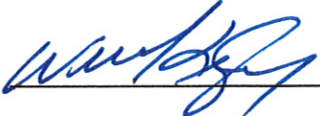
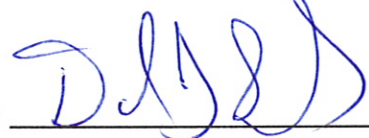
19. Effective Date.

This Agreement will become effective on the date the order of the Bankruptcy Court approving this Termination Agreement (including the agreements attached hereto) becomes final and non-appealable.

[Signatures on Following Page]

[Signature page to Termination Agreement]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed in multiple counterparts by their duly authorized representatives.

<p>AUTOMOTIVE COMPONENTS HOLDINGS, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>VISTEON CORPORATION</p> <p>By:  _____</p> <p>Name: William G. Quigley III</p> <p>Title: Executive Vice President, Chief Financial Officer</p>
<p>FORD MOTOR COMPANY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>VISTEON GLOBAL TECHNOLOGIES, INC.</p> <p>By:  _____</p> <p>Name: Daniel J. Sepanik</p> <p>Title: Assistant Secretary</p>

[Signature page to Termination Agreement]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed in multiple counterparts by their duly authorized representatives.

AUTOMOTIVE COMPONENTS HOLDINGS, LLC By: <u></u> Name: <u>MARK A. BLAIR</u> Title: <u>PRESIDENT & CEO</u>	VISTEON CORPORATION By: _____ Name: _____ Title: _____
FORD MOTOR COMPANY By: <u></u> Name: <u>MARK A. BLAIR</u> Title: <u>AUTHORIZED AGENT</u>	VISTEON GLOBAL TECHNOLOGIES, INC. By: _____ Name: _____ Title: _____

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ATTACHMENT I

SALARIED EMPLOYEE TRANSFER AGREEMENT

VISTEON SALARIED EMPLOYEE TRANSFER AGREEMENT

This Agreement relating to certain employment matters and employee benefit plans (this "**Agreement**") is effective as of the Effective Date (as hereinafter defined) by and between Visteon Corporation, a Delaware corporation ("**Visteon**"), and Automotive Components Holdings, LLC, a Delaware limited liability company ("**ACH**"). Visteon and ACH are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

W I T N E S S E T H:

WHEREAS, during 2005 Visteon and Ford Motor Company ("**Ford**") restructured their business and commercial relationships, resulting in the transfer to ACH of certain assets and liabilities owned by Visteon that were related to the business of manufacturing and assembling certain automotive parts (the "**Business**");

WHEREAS, in order to allow ACH to continue to conduct the Business, Visteon agreed, pursuant to the Visteon Salaried Employee Lease Agreement, dated October 1, 2005, between Visteon and ACH, as amended ("**Lease Agreement**"), to provide to ACH the services of certain Visteon salaried employees who principally supported the Business;

WHEREAS, Visteon and certain of its subsidiaries filed for bankruptcy protection (the "**Bankruptcy Case**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") on May 28, 2009 and Visteon is in the process of restructuring its balance sheet and selling assets, including certain facilities; and

WHEREAS, the Parties now desire that certain of these Visteon salaried employees, as listed on the Final Employee Roster (as hereinafter defined), be transferred to ACH effective on the Employment Date (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. *Definitions.* Unless otherwise defined herein, the capitalized terms used herein shall have the following meanings:

"**Business Day**" shall mean a day other than (i) Saturday, Sunday or other day on which commercial banks in Detroit, Michigan are authorized or required by law to close, or (ii) a day which is recognized under either Party's holiday schedule when its business is closed.

"**Effective Date**" shall mean the date the order of the Bankruptcy Court approving this Agreement becomes final and non-appealable.

“**Salaried Transfer Date**” shall mean 12:01 a.m. Dearborn, Michigan time on September 1, 2010.

“**Transferred Employees**” shall mean:

(i) Active Visteon Employees (as defined below) who are listed on the Final Employee Roster and whose employment is transferred to ACH pursuant to Section 2.02 hereof; and

(ii) Inactive Visteon Employees (as defined below) who are listed on the Preliminary Employee Roster, who make an Effective Return to Work (as hereafter defined) after the Salaried Transfer Date but before the last day of the sixth month following the Salaried Transfer Date, and whose employment is transferred to ACH pursuant to Section 2.02 hereof. For this purpose, an “**Effective Return to Work**” shall mean that an Inactive Visteon Employee has returned to active employment at Visteon after being released from restrictions and cleared to return to work by the Inactive Visteon Employee's medical doctor, and he/she has been cleared to return to work by the applicable corporate physician; and

(iii) Supplemental Employees (as defined below) who are listed on the Final Employee Roster and whose employment is transferred to ACH pursuant to Section 2.02 hereof.

“**Termination Agreement**” shall mean the Termination Agreement entered into by the Parties, Ford Motor Company and Visteon Global Technologies, Inc. contemporaneously with this Agreement.

“**Visteon Employees**” shall mean:

(i) U.S. persons who are (A) enrolled on the Visteon active salaried payroll as full-time employees, (B) leased from Visteon to ACH pursuant to the Lease Agreement, and (C) actively at work on the last scheduled work day immediately prior to the Salaried Transfer Date, including those on paid leave (i.e., jury duty, bereavement, short term military service, vacation or holiday) or other legally applicable leave such as under the Family Medical Leave Act of 1993, as amended, or the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, and those on reduced or alternate work schedules (“**Active Visteon Employees**”);

(ii) U.S. persons who are (A) enrolled on the Visteon active salaried payroll as full-time employees, and (B) leased from Visteon to ACH pursuant to the Lease Agreement, but are not at work on the last scheduled work day immediately prior to the Salaried Transfer Date, including those on leave of absence, workers’ compensation leave, or short term disability leave (“**Inactive Visteon Employees**”). For avoidance of doubt, Inactive Visteon Employees shall not include former Visteon employees who have terminated service by quit, death, or voluntary or involuntary separation; and

(iii) U.S. persons who are (A) enrolled on the Visteon active salaried payroll as supplemental employees, (B) leased from Visteon to ACH pursuant to the Lease Agreement, and (C) actively at work on the last scheduled work day immediately prior to the Salaried Transfer Date, including those on any legally applicable leave of absence (“**Supplemental Employees**”).

ARTICLE 2
EMPLOYMENT RESPONSIBILITY

Section 2.01. *Employee Roster.*

(a) *Preliminary Employee Roster.* No later than 15 Business Days prior to the Salaried Transfer Date, ACH shall provide to Visteon a preliminary employee roster (“**Preliminary Employee Roster**”) which shall set forth a list of the employees who, as of the date the Preliminary Employee Roster is prepared, are enrolled on the Visteon active salaried payroll and leased to ACH pursuant to the Lease Agreement, other than any such employees who were previously notified that their employment would be terminated prior to the Salaried Transfer Date.

(b) *Final Employee Roster.* Within 10 Business Days after the Salaried Transfer Date, ACH shall provide Visteon with a final employee roster ("**Final Employee Roster**") which shall set forth the final list of Active Visteon Employees and Supplemental Employees whose employment shall transfer from Visteon to ACH effective as of the Salaried Transfer Date. Visteon shall provide ACH, in a manner mutually agreed upon, with the social security numbers for each Active Visteon Employee and Supplemental Employee included in the Final Employee Roster. The Final Employee Roster shall be the same as the Preliminary Employee Roster except for persons who were (i) not actively at work on the last scheduled work day immediately prior to the Salaried Transfer Date, or (ii) no longer leased by ACH from Visteon pursuant to the Lease Agreement on the last scheduled work day immediately prior to the Salaried Transfer Date.

Section 2.02. *Employment Transfer.* Subject to the limitations set forth below, Visteon shall transfer to ACH the employment of the Active Visteon Employees and Supplemental Employees listed on the Final Employee Roster effective as of the Salaried Transfer Date and such employees shall become Transferred Employees on such date. If an Inactive Visteon Employee who is listed on the Preliminary Employee Roster makes an Effective Return to Work after the Salaried Transfer Date but before the last day of the sixth month following the Salaried Transfer Date, Visteon shall transfer the employment of such employee to ACH effective on the first Business Day following the date on which the Inactive Visteon Employee makes the Effective Return to Work ("**Inactive Employee Transfer Date**") and such employee shall become a Transferred Employee on such date. The Salaried Transfer Date or Inactive Employee Transfer Date, as applicable, shall be known hereafter as the "**Employment Date.**"

Active Visteon Employees and Inactive Visteon Employees transferred to ACH as described above will become active full time employees of ACH on the applicable Employment Date and Supplemental Employees transferred to ACH as described above will become active supplemental employees of ACH on the applicable Employment Date; provided, however, that any Active Visteon Employee or Inactive Visteon Employee who is a Ford retiree receiving benefits under any Ford salaried pension plan, including the Ford General Retirement Plan, will become an active supplemental employee of ACH upon such transfer. In this regard, references in this Agreement below to "Supplemental Employees" who transfer to ACH refer to any Active Visteon Employee, Inactive Visteon Employee, or Supplemental Employee who is transferred to ACH and enrolled on ACH's payroll as a supplemental employee.

Section 2.03. *Service Date.* The service date of the Transferred Employees shall be the Employment Date, except as otherwise provided for in this Agreement. For certain purposes provided herein, including for purposes of fulfilling any requirement by ACH of time on position for transfers or promotions, ACH shall recognize the time a Transferred Employee was employed by Visteon and, if applicable, by Ford prior to July 1, 2000 ("**Combined Prior Service**").

Section 2.04. *Employment and Medical Records.*

(a) *Employment Records.* Visteon shall transfer to ACH any employment records of any kind related to the Transferred Employees as soon as practicable after the Employment Date and such employment records shall become the property of ACH upon such transfer. To the extent that any state law requires employee consent to such transfer, Visteon and ACH shall use their respective best efforts to obtain employee consent to such transfer. If the required employee consent is not obtained, Visteon shall have no obligation to transfer such records unless such consent is obtained. Visteon shall transfer original records or copies of such records in a format or media that is mutually agreeable to the parties and to such locations as requested by ACH.

(b) *Medical Records.* For purposes of this Section (b), a "**medical record**" shall include, but is not limited to, reports, histories and physicals, progress notes, and other patient information (e.g., x-rays and x-ray readings, medical surveillance examinations, laboratory reports, operative reports, consultations, etc.). The medical record may be maintained in hard copy and/or on computerized systems.

Prior to the Salaried Transfer Date, Active Visteon Employees and Supplemental Employees who are listed on the Preliminary Employee Roster shall be required to either authorize a transfer of their medical records from Visteon to ACH or complete a post-offer pre-placement medical screen. Inactive Visteon Employees who are listed on the Preliminary Employee Roster shall be required to either authorize a transfer of their medical records from Visteon to ACH or complete a post-offer pre-placement medical screen prior to making an Effective Return to Work. Any Active Visteon Employee, Supplemental Employee or Inactive Visteon Employee who does not either authorize a transfer of medical records to ACH or complete a post-offer pre-placement medical screen in accordance with this Section shall be deemed to have refused to have his or her employment transferred to ACH under this Agreement and shall be terminated by Visteon and classified as a voluntary quit. After the Employment Date, all medical records with respect to Transferred Employees who authorize transfer of such medical records to ACH shall be transferred to, and owned by, ACH. Visteon shall transfer original medical records or copies of such medical records in a format or media that is mutually agreeable to the parties and to such locations as requested by ACH.

Section 2.05. *Vacation.* Active and Inactive Visteon Employees who are Transferred Employees shall be eligible for vacation under ACH's vacation schedule, which as of the Salaried Transfer Date will be identical to the vacation schedule recognized by ACH under the Lease Agreement. Combined Prior Service shall be recognized for purposes of determining eligibility for vacation under ACH's vacation schedule. Supplemental Employees shall not be eligible for vacation. Nothing herein shall preclude ACH from changing the vacation schedule as it deems necessary.

Section 2.06. *Salary.* A Transferred Employee will be offered employment with ACH at a rate of base pay that is no less than the rate of base pay the Transferred Employee received immediately prior to the Salaried Transfer Date and will be assigned to the appropriate ACH job title/classification and position level, as determined by ACH.

Section 2.07. *UAW-Represented Nurses.* The terms and conditions of employment by ACH on and after the Employment Date of Transferred Employees who are UAW-represented salaried nurses will be those that will be agreed to apply after transfer by ACH and the UAW or, failing such agreement, those specifically applied after transfer by ACH.

ARTICLE 3 EMPLOYEE BENEFIT PLANS

ACH has elected to provide certain employee benefits to Transferred Employees by participation in certain employee benefit plans sponsored by Ford, contingent upon receipt of all applicable ACH and Ford approvals, as further described in this Article 3.

Section 3.01. *Primary Pension Plans.*

(a) *Ford Retirement Plan.* The Ford Retirement Plan (“**FRP**”) shall provide retirement benefits on or after the Employment Date for all Transferred Employees transferred to ACH. Vesting and eligibility for benefits under the FRP shall be determined by using such Transferred Employee’s Visteon original hire date; provided, however, that the Ford original hire date will be used for those employees who had Ford service prior to July 1, 2000. Supplemental Employees who have not previously retired from Ford Motor Company (or any of its affiliates) shall be eligible for benefits under the FRP.

(b) *Transferred Employees with Grow-In Rights Under the Ford General Retirement Plan.* Pursuant to the Amended and Restated Employee Transition Agreement between Ford and Visteon, dated as of April 1, 2000 and restated as of December 19, 2003, and as subsequently further amended (“**Employee Transition Agreement**”), certain former Ford employees who were transferred to Visteon from Ford who, as of July 1, 2000, had a combination of age and credited service under the Ford General Retirement Plan (“**GRP**”) that equaled or exceeded sixty points and who could have become eligible for normal or regular early retirement under the GRP within the period after July 1, 2000 equal to the employee’s credited service under the GRP as of July 1, 2000 (“**Group II Employee**”), were given rights to grow into a GRP normal or regular early retirement benefit, special early retirement benefit or disability benefit, but only to the extent provided under the Employee Transition Agreement. The GRP benefit for grow-in eligible Transferred Employees transferred to ACH will be administered as follows:

(i) Years of credited service under the GRP prior to July 1, 2000 shall be used to determine the amount of the GRP benefit. The benefit rates shall be those in effect at the time of retirement.

(ii) The sum of the years of credited service under the GRP prior to July 1, 2000, plus years of credited service at Visteon (or any predecessor company), plus years of service under the FRP after the Employment Date, shall be used solely for the purposes of fulfilling the minimum years of credited service required as a condition of eligibility for GRP benefits, but not for the purposes of calculating the benefit amount.

(iii) Solely for purposes of determining the contributory benefit under the GRP, Final Average Monthly Salary under the GRP shall mean the highest average monthly salary paid to a Transferred Employee by ACH or Visteon as of the five consecutive December 31 dates that occur during the 120 consecutive months ending with the last month employed by ACH after the Transferred Employee's Employment Date. Visteon shall provide such salary information upon ACH's request.

(iv) To the extent GRP benefits are related to completion of a specified period of credited service (*e.g.* Early Retirement Supplement), and the Transferred Employee meets the eligibility conditions, the amount of the benefit payable under the GRP shall be determined as follows: The Early Retirement Supplement in effect at retirement shall be multiplied by a fraction, the numerator of which shall be the years of credited service under the GRP (not to exceed thirty years) and the denominator of which shall be thirty years. For example, a Transferred Employee with ten years of GRP credited service prior to July 1, 2000 and 25 years of service with Visteon and ACH on and after July 1, 2000 for total combined service of 35 years shall be eligible for 10/30 of a GRP Early Retirement Supplement payable to age 62 and one month.

(v) If a Transferred Employee does not have thirty years of eligibility service to qualify for an Early Retirement Supplement but otherwise achieves retirement eligibility, the amount of the GRP Temporary or Interim Supplement shall be determined by multiplying the rate in effect at retirement for the Temporary or Interim Supplement by the years of credited service under the GRP payable to age 62 and one month.

(c) *Transferred Employees with Retirement Eligibility Under the GRP.* Pursuant to the Employee Transition Agreement, certain former Ford employees who were transferred to Visteon were eligible to retire under the normal retirement, regular early retirement, special early retirement or disability benefit provisions of the GRP and had not commenced benefits as of the Employment Date. The GRP benefits for such retirement eligible Transferred Employees transferred to ACH will be administered as follows:

(i) Years of credited service under the GRP prior to July 1, 2000 shall be used to determine the amount of the GRP benefit. The benefit rates shall be those in effect at the time of retirement.

(ii) The sum of the years of credited service under the GRP prior to July 1, 2000, plus years of credited service at Visteon (or any predecessor company), plus years of service under the FRP after the Employment Date, shall be used solely for the purposes of fulfilling the minimum years of credited service required as a condition of eligibility for GRP benefits, but not for the purposes of calculating the benefit amount.

(iii) Solely for purposes of determining the contributory benefit under the GRP, Final Average Monthly Salary under the GRP shall mean the highest average monthly salary paid to a Transferred Employee by ACH or Visteon as of the five consecutive December 31 dates that occur during the 120 consecutive months ending with the last month employed by ACH after the Transferred Employee's Employment Date. Visteon shall provide such salary information upon ACH's request.

(iv) To the extent GRP benefits are related to completion of a specified period of credited service (*e.g.*, Early Retirement Supplement), and the Transferred Employee meets the eligibility conditions, the amount of the benefit payable under the GRP shall be determined as follows: The Early Retirement Supplement in effect at retirement shall be multiplied by a fraction, the numerator of which shall be the years of credited service under the GRP (not to exceed thirty years) and the denominator which shall be thirty years. For example, a Transferred Employee with ten years of GRP credited service prior to July 1, 2000 and 25 years of service with Visteon and ACH on and after July 1, 2000 for total combined service of 35 years shall be eligible for 10/30 of a GRP Early Retirement Supplement payable to age 62 and one month.

(v) If a Transferred Employee does not have thirty years of eligibility service to qualify for an Early Retirement Supplement but otherwise achieves retirement eligibility, the amount of the GRP Temporary or Interim Supplement shall be determined by multiplying the rate in effect at retirement for the Temporary or Interim Supplement by the years of credited service under the GRP and is payable to age 62 and one month.

(d) *Late Transfers.* To the extent that any Transferred Employees transferred to ACH were transferred from Ford to Visteon on any date after July 1, 2000, service under the GRP to the date of transfer will be used for purposes of Sections (b) and (c) above.

(e) *Visteon Supplemental Benefits.* For the avoidance of doubt, any supplemental benefit to be provided in addition to a GRP supplemental benefit provided in accordance with Section (b)(iv), (b)(v), (c)(iv) or (c)(v) that is associated with a Transferred Employee's years of service at Visteon shall be provided in accordance with Visteon's defined benefit pension plan, which discontinued supplemental benefits effective June 1, 2006.

Section 3.02. *Savings Plans.* Visteon Employee contributions to the Visteon Investment Plan (“VIP”) shall cease effective with the first pay period beginning after the Employment Date. Outstanding VIP loan balances will be retained in the VIP and Transferred Employees will receive coupon books from the VIP service provider to continue loan repayments. Transferred Employees may continue to manage their accounts under the VIP, but no new loans may be initiated on or after the Employment Date.

Transferred Employees transferred to ACH as of the Employment Date may elect to participate and to commence pretax and after tax contributions up to an aggregate of 50% of base wages in the Ford Motor Company Savings and Stock Investment Plan (“SSIP”) on the same terms and conditions as Ford salaried employees. Eligibility for, and vesting of, Ford Matching Contributions in the SSIP,

to the extent available, shall be determined by using such Transferred Employee's Visteon original hire date; *provided, however*, that the Ford original hire date will be used for those employees who had Ford service prior to July 1, 2000. SSIP will accept rollovers of eligible VIP distributions if so elected by such Transferred Employee on the same basis as SSIP receives rollovers from other employers' qualified defined contribution plans. SSIP will not accept rollovers of existing loans (loans initiated and approved prior to the Employment Date) from Transferred Employees who elect to roll over their VIP account balance to SSIP.

Section 3.03. *Health Benefits*. Effective as of the Employment Date, Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH shall be eligible to participate in Ford's salaried health care program. Such employees shall be subject to the Ford waiting period for such coverages, but Visteon service will be counted toward the waiting period. Visteon Flex Benefits will terminate at 12:00 a.m. Dearborn, Michigan time on the Employment Date. Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH will be enrolled in a comparable plan as a Ford salaried new hire. Supplemental Employees shall not be eligible for benefits under Ford's salaried health care program.

Section 3.04. *Life Insurance Programs*.

(a) *Company Paid Life Insurance Coverage*. Effective as of the Employment Date, Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH shall be eligible for coverage through the Ford salaried employee group life and accidental death and disability plan. Supplemental Employees shall not be eligible for benefits under the Ford salaried employee group life and accidental death and disability plan. Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH shall be required to execute a new beneficiary designation form, as required by Ford's plan administrator. In the event of a death prior to receipt of a new beneficiary designation form, the last beneficiary form of record under the Visteon group life insurance program shall be used. Visteon shall provide such beneficiary forms upon ACH's request.

(b) *Employee Paid Optional Life Insurance Coverage, Spouse Group Life Insurance and Children Insurance*. Payroll deduction of premiums for optional life insurance coverage, spouse group life insurance and children insurance under the Visteon plans shall cease the day prior to the Employment Date. Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH shall be eligible for coverage under Ford's salaried employee optional life insurance plan in a corresponding amount as was available under the Visteon plan with coverage to be effective on the Employment Date. Supplemental Employees shall not be eligible for benefits under Ford's salaried employee optional life insurance plan. Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH shall be required to execute a new beneficiary designation form, as required by Ford's plan administrator, in the case of optional life coverage. In the event of a death prior to receipt of a new beneficiary designation form, the last beneficiary form of record under the Visteon optional life insurance program shall be used. Visteon shall provide such beneficiary forms upon ACH's request.

(c) *Optional Accident Insurance*. Effective as of the Employment Date, Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH shall be eligible for coverage

through the Ford salaried employee optional accident plan. Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH with coverage under the Visteon optional accident insurance program shall be eligible for coverage in a corresponding amount as was available under the Visteon plan and shall be required to execute a new beneficiary designation form as required by Ford's plan administrator. In the event of a death prior to receipt of a new beneficiary designation form, the last beneficiary form of record under the Visteon optional accident insurance program shall be used. Visteon shall provide such beneficiary forms upon ACH's request. Supplemental Employees shall not be eligible for benefits under the Ford salaried employee optional accident plan.

Section 3.05. *Disability Insurance Programs.* Effective as of the Employment Date, Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH shall be eligible for coverage through the Ford salaried employee disability insurance plan, provided, however, that the six month eligibility period shall be waived. Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH will be provided benefits under the Ford salaried employee disability insurance plan based on their Employment Date. Supplemental Employees shall not be eligible for benefits under the Ford salaried employee disability insurance plan.

Section 3.06. *Ford Post-Retirement Health, Life and Other Benefits.* Except as provided below, Transferred Employees are not eligible for Ford post-retirement health care or life insurance benefits, or any other Ford post-retirement benefits. Notwithstanding the foregoing, a Transferred Employee who had rights to grow-into a Ford GRP Benefit (see Section 3.01(b) above) or was retirement eligible prior to July 1, 2000 (see Section 3.01(c) above), shall be eligible for Ford post-retirement benefits to the extent then available under Ford's plans upon achieving eligibility for the GRP benefit and retiring.

Section 3.07. *Right to Amend, Modify or Terminate Employee Benefit Plans.* Notwithstanding anything herein to the contrary, the Parties acknowledge that Ford reserves the right to amend, modify or terminate any of its employee benefit plans at any time in its sole discretion, and this Article 3 represents only Ford's present intent with respect to benefits to be provided to Transferred Employees transferred to ACH under its employee benefit plans and is not to be construed as a commitment or guarantee to any Transferred Employee, any beneficiary, including any surviving spouse, or dependent of any Transferred Employee, Visteon, or ACH that any benefit provided under Ford's employee benefit plans will not be modified or terminated in the future. ACH reserves the right to discontinue its participation in any or all of the Ford employee benefit plans and to amend, modify or terminate any of its employee benefits plans at any time in its sole discretion.

Section 3.08. *Applicability of Article 3.* This Article 3 shall apply only if the employment of a Transferred Employee is transferred to ACH pursuant to this Agreement. If the employment of a Transferred Employee is transferred to another employer specified by ACH, this Article 3 shall not apply and such Transferred Employee will be eligible for, and participate in, the employee benefit plans as programs, as applicable, of such other employer.

ARTICLE 4
OTHER EMPLOYEE MATTERS

Section 4.01. *Workers' Compensation (W.C.)*. Except as otherwise expressly provided for in Section (e) of Attachment VI to the Termination Agreement, Visteon shall be responsible for all workers' compensation claims which arise out of work-related injuries or illnesses incurred by Transferred Employees during the period of their employment with Visteon.

Section 4.02. *Incentive Compensation Plan*. Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH shall be eligible to participate in the ACH Annual Incentive Plan, as applicable depending on salary grade or leadership level, effective on the Employment Date. Supplemental Employees shall not be eligible to participate in the ACH Annual Incentive Plan. ACH reserves the right to amend, modify or terminate its Annual Incentive Plan in its sole discretion.

Section 4.03. *Vehicle Purchase Plan*. On or after the Employment Date, Active and Inactive Visteon Employees who are Transferred Employees transferred to ACH shall be eligible to participate in such vehicle purchase programs sponsored by Ford from time to time on the same terms and conditions that are available to similarly situated Ford salaried employees. Supplemental Employees shall not be eligible under this Agreement to participate in any vehicle purchase program sponsored by Ford. The Parties acknowledge that Ford reserves the right to amend, modify or terminate any of its vehicle purchase programs in its sole discretion and ACH reserves the right to amend, modify, or terminate its or the Transferred Employees' participation in such programs at any time at its sole discretion.

Section 4.04. *Family Support, Garnishments and Legal Holds*.

(a) *Family Support*. Visteon shall notify governmental agencies in advance of the Employment Date of the change of employer in order that such agencies may refile with ACH's salaried payroll department.

(b) *Garnishments*. Neither Visteon nor ACH shall notify any creditor of a Transferred Employee in advance of the Employment Date of the change of employer. At the time of termination, Visteon will notify all creditors of the termination date of a Transferred Employee and identify ACH.

(c) *Legal Holds*. Visteon shall inform the applicable courts in advance of the Employment Date of the change of employer and the need to refile with ACH's salaried payroll department.

Section 4.05. *Employee Wage and Benefit Liabilities*.

(a) *Visteon Obligations*. Visteon shall pay, discharge and be responsible for (i) all wages and other compensation arising out of or relating to the employment of the Transferred Employees prior to the Employment Date; (ii) any benefits arising under Visteon employee benefit plans and programs relating to claims incurred or events that took place prior to the Employment Date, including benefits with respect to claims incurred prior to the Employment Date but reported after the Employment Date;

and (iii) workers' compensation claims, expenses, liabilities, or administrative responsibilities of any kind whatsoever with respect to injuries incurred by a Transferred Employee prior to the Employment Date in connection with Visteon's employment of him or her, regardless of when reported.

(b) *ACH Obligations.* ACH shall pay, discharge and be responsible for (i) all wages and other compensation arising out of or relating to the employment of the Transferred Employees by ACH on or after the Employment Date; (ii) any benefits arising under ACH's employee benefit plans or programs (including those employee benefit plans and programs sponsored by Ford in which ACH participates) applicable to Transferred Employees relating to claims incurred or events that took place on or after the Employment Date; and (iii) workers' compensation claims, expenses, liabilities, or administrative responsibilities of any kind whatsoever with respect to injuries incurred by a Transferred Employee on or after the Employment Date in connection with ACH's employment of him or her, regardless of when reported.

(c) *Effect on Existing Reimbursement Obligations for Pre-Employment Transfer Services; Limitation on ACH Obligations.* Visteon's obligations under this Article IV will not limit or affect any reimbursement obligations expressly provided for under: (i) the Lease Agreement or that certain Amended and Restated Reimbursement Agreement dated as of August 18, 2008 between Visteon and Ford ("**Reimbursement Agreement**"), respectively, relating to the lease of Transferred Employees to ACH prior to the Employment Date (i.e., prior to termination of employment of the Transferred Employees by Visteon as contemplated under this Agreement); or (ii) Section 2 of the Termination Agreement; provided, however, that ACH's reimbursement obligations under the Lease Agreement and the Termination Agreement shall be as expressly provided for in the Termination Agreement.

For clarity, in no event will ACH or Ford be responsible for, or be obligated to reimburse or pay Visteon for, any wages, pension or other employee benefits, compensation, or other claims or costs arising out of or relating to (i) the termination of employment of any of the Transferred Employees as contemplated under this Agreement; or (ii) any time period, conditions, or actions which arise or take place subsequent to the Employment Date (i.e., after termination of employment of the Transferred Employees by Visteon as contemplated under this Agreement); in each case, except as expressly provided for in the Termination Agreement.

ARTICLE 5 INDEMNIFICATION

Section 5.01. *Indemnity.*

ACH, shall indemnify Visteon and its affiliates ("**Visteon Indemnitees**") against and agrees to hold it harmless from any and all damage, loss, claim, liability and expense (including, without limitation, reasonable attorneys' fees and expenses in connection with any action, suit or proceeding brought against any Visteon Indemnatee) incurred or suffered by any Visteon Indemnatee arising out of (i) breach of any agreement made by ACH hereunder; (ii) employment, payroll, benefit, workers compensation, or other claims of any kind of any Transferred Employee arising from or relating to ACH's employment of the Transferred Employees on or after the Employment Date (excluding, for the

avoidance of doubt, any damage, loss, claim, liability or expense arising from or relating to the termination of a Transferred Employee's employment with Visteon or any of its affiliates); or (iii) any claim by any Transferred Employee (or any Transferred Employee's dependents or beneficiaries), arising out of or in connection with the operation, administration, funding or termination of any of ACH's employee benefit plans or programs (including those employee benefit plans and programs sponsored by Ford in which ACH participates) applicable to Transferred Employees after the Salaried Transfer Date, including, without limitation, claims made to the Pension Benefit Guaranty Corporation ("PBGC"), the Department of Labor ("DOL"), the Internal Revenue Service ("IRS"), the Securities and Exchange Commission ("SEC") or comparable federal or national agencies in the United States. For purposes of this Section 5.01, the term "affiliate" means, with respect to any party, any other party that directly or indirectly controls, is controlled by, or is under common control with such other party. For the purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlling," "controlled by," and "under common control with"), as used with respect to any party, means having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a party, or otherwise having, directly or indirectly, the power to direct or cause the direction of the management and policies of such party, by contract or by ownership of voting securities.

Visteon shall indemnify ACH and its respective affiliates which shall include Ford and its affiliates ("**ACH Indemnitees**") against and agrees to hold them harmless from any and all damage, loss, claim, liability and expense (including, without limitation, reasonable attorneys' fees and expenses in connection with any action, suit or proceeding brought against any ACH Indemnitee incurred or suffered by any ACH Indemnitee arising out of (i) breach of any agreement made by Visteon hereunder; (ii) any claim by any Transferred Employee (or any Transferred Employee's dependents or beneficiaries), arising out of or in connection with the operation, administration, funding or termination of any of Visteon's employee benefit plans or programs applicable to Transferred Employees prior to, on, or after the Salaried Transfer Date, including, without limitation, claims made to the PBGC, DOL, IRS, SEC or comparable federal or national agencies in the United States, or (iii) the Bankruptcy Case related to any Visteon employee benefit plans or programs applicable to Transferred Employees. For the avoidance of doubt, ACH shall not be responsible for any claim by any Transferred Employee (or any Transferred Employee's dependents or beneficiaries) referenced in Subsection (ii) of this paragraph or otherwise by any Visteon Employee arising out of his or her employment by Visteon.

In the event that a matter involves allegations such that ACH and Visteon have potential indemnity claims against the other, ACH and Visteon shall discuss the claim in order to determine if they can agree on a single counsel to represent ACH and Visteon and establish percentage responsibilities for fees and costs incurred in the matter (including settlement and judgment costs) among ACH and Visteon.

Section 5.02. *Procedure for Indemnity.* With respect to a Party's indemnity obligations hereunder with respect to third-party claims, the following procedures shall apply:

Promptly after receipt by any entity entitled to indemnification hereunder of notice of the commencement of any civil, criminal, administrative, or investigative action or proceeding involving a

claim in respect of which the indemnitee will seek indemnification pursuant to the terms and conditions herein, the indemnitee shall notify the indemnitor of such claim in writing. No failure to so notify an indemnitor shall relieve it of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor acknowledges its responsibilities and obligations with respect to such indemnification and elects to assume control of the defense and settlement of that claim (a “Notice of Election”).

If the indemnitor delivers a Notice of Election relating to any claim within the required notice period, the indemnitor shall be entitled to have sole control over the defense and all negotiations for the compromise or settlement of such claim; provided that, (A) the indemnitee 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, and (B) the indemnitor shall obtain the prior written approval of the indemnitee before entering into any settlement of such claim, consenting to any judgment related to such claim, or ceasing to defend against such claim, unless the settlement provides for an unqualified release of all claims related to the matter against the indemnitee; provided, however, where resolution of the matter by an indemnitor on behalf of an indemnitee would involve equitable action on the part of the indemnitee, the indemnitor shall have no authority to enter into such resolution without the written authority of the indemnitee. The indemnitor shall not be required to indemnify the indemnitee for any amount paid or payable by the indemnitee in the settlement of any claim for which the indemnitor has delivered a timely Notice of Election if such amount was agreed to without the written consent of the indemnitor.

If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnitee shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the indemnitor. The indemnitor shall promptly reimburse the indemnitee for all such costs and expenses.

Section 5.03. *Survival of Indemnity Provisions.* The provisions of this Article shall survive the termination of this Agreement indefinitely or until the latest date permitted by applicable law.

ARTICLE 6 GENERAL PROVISIONS

Section 6.01. *Notices.* All notices, requests and other communications to any Party hereunder shall be in writing (including facsimile transmission and electronic mail (“e-mail”) transmission, so long as a receipt of such facsimile or e-mail is requested and received) and shall be given,

if to ACH to:

Automotive Components Holdings, LLC
17000 Rotunda Drive, Room B-3
Dearborn, Michigan 48120
Attention: Diale D. Taliaferro, General Counsel & Secretary
E-mail: dtaliafe@ach-llc2.com

with a copy to:

Ford Motor Company
Office of the General Counsel
One American Road
320 World Headquarters
Dearborn, Michigan 48126
Attention: Bonnie Gorichan, Managing Counsel – ERISA and Employee Benefits
E-mail: bgoricha@ford.com

if to Visteon, to:

Visteon Corporation
One Village Center Drive
Van Buren Township, Michigan 48111
Attention: Michael Sharnas, Vice President -- General Counsel
E-mail: msharnas@visteon.com

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 6.02. *Amendments and Waivers.* Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 6.03. *Expenses.* Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

Section 6.04. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns;

provided that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other Party hereto. Upon any such permitted assignment, the references in this Agreement to the assignor shall also apply to any such assignee unless the context otherwise requires. Notwithstanding the foregoing, Visteon shall assign this Agreement to its successor-in-interest (if any) pursuant to a plan consummated under the Bankruptcy Case.

Section 6.05. *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Michigan, without regard to the conflicts of law rules of such state.

Section 6.06. *Dispute Resolution.* If a dispute arises between the Parties relating to this Agreement during the time that Visteon is involved in the Bankruptcy Case, then the procedure for enforcing the terms of this Agreement and seeking relief shall be governed by the Bankruptcy Court. For claims arising after Visteon has exited the Bankruptcy Case, then, subject to Section 6.12, the following shall be the sole and exclusive procedure for enforcing the terms hereof and for seeking relief, including but not limited to damages, injunctive relief and specific performance:

(a) The Parties promptly shall hold a meeting of senior executives with decision-making authority to attempt in good faith to negotiate a mutually satisfactory resolution of the dispute; *provided* that neither Party shall be under any obligation whatsoever to reach, accept or agree to any such resolution; *provided further*, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of either Party or be deemed a waiver by either Party hereto of any remedies to which such Party would otherwise be entitled.

(b) If the Parties are unable to negotiate a mutually satisfactory resolution as provided above, then upon request by either Party, the matter shall be submitted to binding arbitration before a sole arbitrator in accordance with the CPR Rules, including discovery rules, for Non-Administered Arbitration. Within five Business Days after the selection of the arbitrator, each Party shall submit its requested relief to the other Party and to the arbitrator with a view toward settling the matter prior to commencement of discovery. If no settlement is reached, then discovery shall proceed. Upon the conclusion of discovery, each Party shall again submit to the arbitrator its requested relief (which may be modified from the initial submission) and the arbitrator shall select only the entire requested relief submitted by one Party or the other, as the arbitrator deems most appropriate. The arbitrator shall not select one Party's requested relief as to certain claims or counterclaims and the other Party's requested relief as to other claims or counterclaims. Rather, the arbitrator must only select one or the other Party's entire requested relief on all of the asserted claims and counterclaims, and the arbitrator will enter a final ruling that adopts in whole such requested relief. The arbitrator will limit his/her final ruling to selecting the entire requested relief he/she considers the most appropriate from those submitted by the Parties. Notwithstanding the agreement to arbitrate as set forth above, each Party shall have the right, before, during or after any arbitration proceeding, to (i) exercise self help remedies, or (ii) obtain provisional, equitable, extraordinary or ancillary remedies available in a court of competent jurisdiction under applicable state and federal statutes and court rules (including, but not limited to, injunctive relief, appointment of a receiver, claim and delivery, replevin, real estate foreclosure, prevention of waste, and the like).

(c) Arbitration shall take place in the City of Dearborn, Michigan unless the Parties agree otherwise or the arbitrator selected by the Parties orders otherwise. Punitive or exemplary damages shall not be awarded. This is subject to the Federal Arbitration Act, 28 U.S.C.A. Section 1, *et seq.*, or comparable legislation in non-U.S. jurisdictions, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

For purposes of this Section, Visteon shall be deemed to have exited the Bankruptcy Case upon the order of the Bankruptcy Court confirming Visteon's plan of reorganization becoming a final, non-appealable order.

Section 6.07. *Jurisdiction.* Subject to Section 6.06, any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any federal court sitting in Michigan or any Michigan State court sitting in Wayne County or Oakland County, Michigan, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

Section 6.08. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.09. *Counterparts; Effectiveness; Third Party Beneficiaries.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Except as provided in Article 5, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties hereto and their respective successors and permitted assigns under Section 6.04.

Section 6.10. *Entire Agreement.* This Agreement and applicable provisions of the Termination Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

Section 6.11. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or

legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.


Section 6.12. *Specific Performance.* Notwithstanding Section 6.06, the Parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the Bankruptcy Court (if applicable) or the courts specified in Section 6.07, in addition to any other remedy to which they are entitled at law or in equity.

IN WITNESS WHEREOF, Visteon and ACH have caused this Agreement to be executed in multiple counterparts by their duly authorized representatives.

**AUTOMOTIVE COMPONENTS
HOLDINGS, LLC**

VISTEON CORPORATION

By: _____
Name: _____
Title: _____
Date: July 26, 2010

By: 
Name: William G. Quigley III
Title: Executive Vice President,
Chief Financial Officer
Date: July 26, 2010


Execution Version

[Signature page to Visteon Hourly Employee Transfer Agreement]

IN WITNESS WHEREOF, ACH and Visteon have caused this Agreement to be executed in multiple counterparts by their duly authorized representatives.

**AUTOMOTIVE COMPONENTS
HOLDINGS, LLC**

VISTEON CORPORATION

By: 
Name: _____
Title: MARK A. BLAIR
Title: PRESIDENT & CEO
Date: July 26, 2010

By: _____
Name: _____
Title: _____
Date: July 26, 2010

EXECUTION VERSION

ATTACHMENT II

HOURLY EMPLOYEE TRANSFER AGREEMENT

Execution Version

VISTEON HOURLY EMPLOYEE TRANSFER AGREEMENT

This Agreement relating to certain employment and labor matters and employee benefit plans (this "**Agreement**") is effective as of the Effective Date (as hereinafter defined) by and between Visteon Corporation, a Delaware corporation ("**Visteon**") and Automotive Components Holdings, LLC, a Delaware limited liability company ("**ACH**"). Visteon and ACH are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WITNESSETH:

A. During 2005, Visteon and Ford Motor Company ("**Ford**") restructured their business and commercial relationships, resulting in the transfer to ACH of certain assets and liabilities owned by Visteon that were related to the business of manufacturing and assembling certain automotive parts (the "**Business**");

B. In order to allow ACH to continue to conduct the Business, Visteon agreed, pursuant to the Visteon Hourly Employee Lease Agreement, dated October 1, 2005, between Visteon and ACH, as amended ("**Lease Agreement**"), to provide to ACH the services of certain Visteon hourly employees who were represented by the International Union, United Automobile Aerospace and Agricultural Implement Workers of America, UAW and its affiliated locals (collectively, "**UAW**") and who principally supported the Business;

C. Visteon and certain of its subsidiaries filed for bankruptcy protection (the "**Bankruptcy Case**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") on May 28, 2009 and Visteon is in the process of restructuring its balance sheet and selling assets, including certain facilities; and

D. The Parties now desire that certain of these Visteon hourly employees, together with certain other hourly employees represented by the UAW who have been hired by Visteon and assigned to work for ACH pursuant to the Lease Agreement, as listed on the Final Employee Roster (as hereinafter defined), be transferred to ACH effective on the Employment Date (as hereafter defined).

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. *Definitions.* Unless otherwise defined herein, the capitalized terms used herein shall have the following meanings:

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"**Bellevue CBA**" shall mean the UAW Local #1216 – Visteon Corporation Regional Assembly and Manufacturing LLC, Bellevue Plant, Labor Agreement.

"**Business Day**" shall mean a day other than (i) Saturday, Sunday or other day on which commercial banks in Detroit, Michigan are authorized or required by law to close, or (ii) a day which is recognized under either Party's holiday schedule when its business is closed.

"**Effective Date**" shall mean the date the order of the Bankruptcy Court approving this Agreement becomes final and non-appealable.

"**Hourly Transfer Date**" shall mean 12:01 a.m. Dearborn, Michigan time on September 1, 2010.

"**Last Possible Transfer Date**" shall mean with respect to: (a) an Approved Workers Compensation/Disability Separation Status Employee (defined below) who is on approved disability separation status in accordance with the Bellevue CBA, the date on which his/her employment terminates in accordance with the terms of the Bellevue CBA; and (b) an Approved Workers Compensation/Disability Separation Status Employee who is on approved workers compensation separation status, the date calculated by adding to the date on which the separation status began, the number of days that he/she was employed by Visteon.

"**Transferred Employees**" shall mean:

(i) Active Visteon Employees (as defined below) who are listed on the Final Employee Roster and whose employment is transferred to ACH pursuant to Section 2.02 hereof; and

(ii) Approved Workers Compensation/Disability Separation Status Employees (as defined below) who are listed on the Preliminary Employee Roster, who make an Effective Return to Work (as hereafter defined) after the Hourly Transfer Date but on or before the Last Possible Transfer Date, and whose employment is transferred to ACH pursuant to Section 2.02 hereof. For this purpose, an "**Effective Return to Work**" shall mean that an Approved Workers Compensation/Disability Separation Status Employee has presented Visteon with documentation that he or she has been cleared to return to work by his/her medical doctor, and he/she has been cleared to return to work by the applicable plant physician.

"**Termination Agreement**" shall mean the Termination Agreement entered into by the Parties, Ford Motor Company and Visteon Global Technologies, Inc. contemporaneously with this Agreement.

"**Visteon Employees**" shall mean:

(i) U.S. persons represented by the UAW who are full-time hourly employees actively at work at ACH on the last scheduled work day immediately prior to the Hourly Transfer Date, including those on layoff status under the Bellevue CBA, or approved separation status under the Family Medical Leave Act of 1993, as amended, the Uniformed Services Employment and Reemployment Rights Act

of 1994, as amended, or for union representation purposes and are assigned to work at ACH under the Lease Agreement (“**Active Visteon Employees**”). For avoidance of doubt, Active Visteon Employees shall not include (a) Approved Workers Compensation/Disability Separation Status Employees; (b) persons on layoff status (except those employees covered by the Bellevue CBA); (c) former Visteon employees who have terminated service by quit, death, or voluntary or involuntary separation; and (d) any Ford retirees receiving benefits under the Ford-UAW Retirement Plan; and

(ii) (a) U.S. persons who are (1) represented by the UAW pursuant to the terms of the Bellevue CBA, (2) full-time hourly employees, and (3) leased from Visteon to ACH pursuant to the Lease Agreement, but are not at work on the last scheduled work day immediately prior to the Hourly Transfer Date, because they are on approved disability leave; and (b) U.S. persons represented by the UAW who are full-time hourly employees assigned to work at ACH under the Lease Agreement but who are not actively at work at ACH on the last scheduled work day immediately prior to the Hourly Transfer Date because they are on approved workers’ compensation separation status. Collectively, the Visteon Employees described in this Section (ii) are referred to herein as “**Approved Workers Compensation/Disability Separation Status Employees**”.

ARTICLE 2
EMPLOYMENT RESPONSIBILITY

Section 2.01. *Employee Roster.*

(a) *Preliminary Employee Roster.* No later than 15 Business Days prior to the Hourly Transfer Date, ACH shall provide to Visteon a preliminary employee roster (“**Preliminary Employee Roster**”) which shall set forth a preliminary list of the Active Visteon Employees and Approved Workers Compensation/Disability Separation Status Employees whose employment is expected to transfer from Visteon to ACH.

(b) *Final Employee Roster.* Within 10 Business Days after the Hourly Transfer Date, ACH shall provide Visteon with a final employee roster (“**Final Employee Roster**”) which shall set forth the final list of Active Visteon Employees whose employment shall transfer from Visteon to ACH effective as of the Hourly Transfer Date. Visteon shall provide ACH, in a manner mutually agreed upon, with the social security numbers for each Active Visteon Employee included in the Final Employee Roster. The Final Employee Roster shall be the same as the Preliminary Employee Roster except for persons who were, as of the Hourly Transfer Date, no longer Active Visteon Employees, including those who were Approved Workers Compensation/Disability Separation Status Employees.

Section 2.02. *Employment Transfer.* Visteon shall transfer to ACH the employment of the Active Visteon Employees listed on the Final Employee Roster effective as of the Hourly Transfer Date and such employees shall become Transferred Employees on such date. If an Approved Workers Compensation/Disability Separation Status Employee who is listed on the Preliminary Employee Roster makes an Effective Return to Work after the Hourly Transfer Date but on or before

the Last Possible Transfer Date, Visteon shall transfer the employment of such employee to ACH effective on the date on which the Approved Workers Compensation/Disability Separation Status Employee made the Effective Return to Work ("**Inactive Employee Transfer Date**") and such employee shall become a Transferred Employee on such date. The Hourly Transfer Date or Inactive Employee Transfer Date, as applicable, shall be known hereafter as the "**Employment Date.**"

Section 2.03. *Grievances.* Except as set forth in Section 3.04(a) or in any indemnification obligation of Visteon under this Agreement, any unresolved grievances pertaining to Visteon Employees as of the Hourly Transfer Date shall be processed to conclusion in accordance with Section (f) of Attachment VI to the Termination Agreement.

Section 2.04. *Employment and Medical Records.*

(a) *Employment Records.* Visteon shall transfer to ACH any employment records of any kind related to the Transferred Employees as soon as practicable after the Employment Date and such employment records shall become the property of ACH upon such transfer. To the extent that any state law requires employee consent to such transfer, Visteon and ACH shall use their respective best efforts to obtain employee consent to such transfer. Employee records shall remain in the physical custody of the appropriate labor HR office at the ACH plants where Transferred Employees are assigned to work

(b) *Medical Records.* For purposes of this Section (b), a "medical record" shall include, but is not limited to, reports, histories and physicals, progress notes, and other patient information (e.g., x-rays and x-ray readings, medical surveillance examinations, laboratory reports, operative reports, consultations, etc.). The medical record may be maintained in hard copy and/or on computerized systems.

Prior to the Employment Date, Visteon Employees who are listed on the Preliminary Employee Roster shall be required to either authorize a transfer of their medical records from Visteon to ACH or complete a post-offer pre-placement medical screen, subject to agreement as negotiated between ACH and the UAW. Medical records of any kind pertaining to Transferred Employees who authorize transfer of such medical records to ACH shall become the property of ACH as of the Employment Date. Transferred medical records shall remain in the physical custody of the appropriate medical departments at the ACH plants where the Transferred Employees are assigned to work.

ARTICLE 3
OTHER EMPLOYEE MATTERS

Section 3.01. *UAW Arrangements on and after the Hourly Transfer Date.* The terms and conditions of employment by ACH on and after the Employment Date of the Transferred Employees will be only those that will be specifically agreed to apply after transfer by ACH and the UAW or, failing such agreement, those specifically applied after transfer by ACH.

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Section 3.02. *Workers' Compensation (W.C.)*. Except as otherwise expressly provided for in Section (e) of Attachment VI to the Termination Agreement, Visteon shall be responsible for all workers' compensation claims which arise out of a work-related injury or illness incurred by Transferred Employees during the period of their employment with Visteon.

Section 3.03. *Family Support, Garnishments and Legal Holds*. (a) *Family Support*. Visteon shall notify governmental agencies in advance of the Employment Date of the change of employer in order that such agencies may refile with ACH.

(a) *Garnishments*. Neither Visteon nor ACH shall notify any creditor in advance of the Employment Date of the change of employer. At the time of termination, Visteon will notify all creditors of the termination date of a Transferred Employee and identify ACH as the new employer.

(b) *Legal Holds*. Visteon shall inform the applicable courts in advance of the Employment Date of the change of employer and the need to refile with ACH.

Section 3.04. *Employee Wage and Benefit Liabilities*.

(a) *Visteon Obligations*. Visteon shall pay, discharge and be responsible for (i) all wages and other compensation arising out of or relating to the employment of the Transferred Employees prior to the Employment Date (subject to Section 4(c) of the Termination Agreement); (ii) any benefits arising under Visteon employee benefit plans and programs relating to claims incurred or events that took place prior to the Employment Date, including benefits with respect to claims incurred prior to the Employment Date but reported after the Employment Date; and (iii) workers' compensation claims, expenses, liabilities, or administrative responsibilities of any kind whatsoever with respect to injuries incurred by a Transferred Employee prior to the Employment Date in connection with Visteon's employment of him or her, regardless of when reported.

(b) *ACH Obligations*. ACH shall pay, discharge and be responsible for (i) all wages and other compensation arising out of or relating to the employment of the Transferred Employees by ACH on or after the Employment Date, as well as for payments under Section 4(c) of the Termination Agreement; (ii) any benefits arising under the agreement between the UAW and ACH referred to in Section 3.01 that is applicable to Transferred Employees relating to claims incurred or events that took place on or after the Employment Date; and (iii) workers' compensation claims, expenses, liabilities, or administrative responsibilities of any kind whatsoever with respect to injuries incurred by a Transferred Employee on or after the Employment Date in connection with ACH's employment of him or her, regardless of when reported.

(c) *Effect on Existing Reimbursement Obligations for Pre-Employment Transfer Services; Limitation on ACH Obligations*. Subject to Section 4(c) of the Termination Agreement, Visteon's obligations under this Article III will not limit or affect any ACH reimbursement obligations expressly provided for under the Lease Agreement relating to the lease of Transferred Employees to ACH prior to the Employment Date (i.e., prior to termination of employment of the Transferred Employees by

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Visteon as contemplated under this Agreement); provided, however, that ACH's reimbursement obligations under the Lease Agreement and the Termination Agreement shall be as expressly provided for in the Termination Agreement.

For clarity, in no event will ACH or Ford be responsible for, or be obligated to reimburse or pay Visteon for, any wages, pension or other employee benefits, compensation, or other claims or costs arising out of or relating to (i) the termination of employment of any of the Transferred Employees as contemplated under this Agreement; or (ii) any time period, conditions, or actions which arise or take place subsequent to the Employment Date (i.e., after termination of employment of the Transferred Employees by Visteon as contemplated under this Agreement); in each case, except as expressly provided for in the Termination Agreement.

ARTICLE IV INDEMNIFICATION

Section 4.01. *Indemnity.*

ACH, shall indemnify Visteon and its affiliates (“**Visteon Indemnitees**”) against and agrees to hold it harmless from any and all damage, loss, claim, liability and expense (including, without limitation, reasonable attorneys’ fees and expenses in connection with any action, suit or proceeding brought against any Visteon Indemnatee) incurred or suffered by any Visteon Indemnatee arising out of (i) breach of any agreement made by ACH hereunder; (ii) employment, payroll, benefit, workers compensation, or other claims of any kind of any Transferred Employee arising from or relating to ACH’s employment of the Transferred Employees on or after the Employment Date (excluding, for the avoidance of doubt, any damage, loss, claim, liability or expense arising from or relating to the termination of a Transferred Employee's employment with Visteon or any of its affiliates); or (iii) any claim by any Transferred Employee (or any Transferred Employee’s dependents or beneficiaries), arising out of or in connection with the operation, administration, funding or termination of any of ACH’s employee benefit plans or programs applicable to Transferred Employees after the Employment Date, including, without limitation, claims made to the Pension Benefit Guaranty Corporation (“**PBGC**”), the Department of Labor (“**DOL**”), the Internal Revenue Service (“**IRS**”), the Securities and Exchange Commission (“**SEC**”) or comparable federal or national agencies in the United States. For purposes of this Section 4.01, the term "affiliate" means, with respect to any party, any other party that directly or indirectly controls, is controlled by, or is under common control with such other party. For the purposes of this definition, the term “control” (including, with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”), as used with respect to any party, means having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a party, or otherwise having, directly or indirectly, the power to direct or cause the direction of the management and policies of such party, by contract or by ownership of voting securities.

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Visteon shall indemnify ACH and its respective affiliates which shall include Ford and its affiliates (“**ACH Indemnitees**”) against and agrees to hold them harmless from any and all damage, loss, claim, liability and expense (including, without limitation, reasonable attorneys’ fees and expenses in connection with any action, suit or proceeding brought against any ACH Indemnatee incurred or suffered by any ACH Indemnatee arising out of (i) breach of any agreement made by Visteon hereunder; (ii) any claim by any Transferred Employee (or any Transferred Employee’s dependents or beneficiaries), arising out of or in connection with the operation, administration, funding or termination of any of Visteon’s employee benefit plans or programs applicable to Transferred Employees prior to, on, or after the Employment Date, including, without limitation, claims made to the PBGC, DOL, IRS, SEC or comparable federal or national agencies in the United States, or (iii) the Bankruptcy Case related to any Visteon employee benefit plans or programs applicable to Transferred Employees. For the avoidance of doubt, ACH shall not be responsible for any claim by any Transferred Employee (or any Transferred Employee’s dependents or beneficiaries) referenced in Subsection (ii) of this paragraph or otherwise by any Visteon Employee arising out of his or her employment by Visteon.

In the event that a matter involves allegations such that ACH and Visteon have potential indemnity claims against the other, ACH and Visteon shall discuss the claim in order to determine if they can agree on a single counsel to represent ACH and Visteon and establish percentage responsibilities for fees and costs incurred in the matter (including settlement and judgment costs) among ACH and Visteon.

Section 4.02. *Procedure for Indemnity.* With respect to a Party’s indemnity obligations hereunder with respect to third-party claims, the following procedures shall apply:

Promptly after receipt by any entity entitled to indemnification hereunder of notice of the commencement of any civil, criminal, administrative, or investigative action or proceeding involving a claim in respect of which the indemnitee will seek indemnification pursuant to the terms and conditions herein, the indemnitee shall notify the indemnitor of such claim in writing. No failure to so notify an indemnitor shall relieve it of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor acknowledges its responsibilities and obligations with respect to such indemnification and elects to assume control of the defense and settlement of that claim (a “Notice of Election”).

If the indemnitor delivers a Notice of Election relating to any claim within the required notice period, the indemnitor shall be entitled to have sole control over the defense and all negotiations for the compromise or settlement of such claim; provided that, (A) the indemnitee 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, and (B) the indemnitor shall obtain the prior written approval of the indemnitee before entering into any settlement of such claim, consenting to any judgment related to

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such claim, or ceasing to defend against such claim, unless the settlement provides for an unqualified release of all claims related to the matter against the indemnitee; provided, however, where resolution of the matter by an indemnitor on behalf of an indemnitee would involve equitable action on the part of the indemnitee, the indemnitor shall have no authority to enter into such resolution without the written authority of the indemnitee. The indemnitor shall not be required to indemnify the indemnitee for any amount paid or payable by the indemnitee in the settlement of any claim for which the indemnitor has delivered a timely Notice of Election if such amount was agreed to without the written consent of the indemnitor.

If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnitee shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the indemnitor. The indemnitor shall promptly reimburse the indemnitee for all such costs and expenses.

Section 4.03. *Survival of Indemnity Provisions.* The provisions of this Article shall survive the termination of this Agreement indefinitely or until the latest date permitted by applicable law.

ARTICLE 5 GENERAL PROVISIONS

Section 5.01. *Notices.* All notices, requests and other communications to any Party hereunder shall be in writing (including facsimile transmission and electronic mail (“**e-mail**”) transmission, so long as a receipt of such facsimile or e-mail is requested and received) and shall be given, if to ACH, to:

Automotive Components Holdings, LLC
17000 Rotunda Drive, Room B-3
Dearborn, Michigan 48120
Attention: Diale D. Taliaferro, General Counsel & Secretary
E-mail: dtaliafe@ach-llc2.com

with a copy to:

Ford Motor Company
Office of the General Counsel
One American Road
320 World Headquarters
Dearborn, Michigan 48126
Attention: Bonnie Gorichan, Managing Counsel – ERISA and Employee Benefits
E-mail: bgoricha@ford.com

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if to Visteon, to:

Visteon Corporation
One Village Center Drive
Van Buren Township, Michigan 48111
Attention: Michael Sharnas, Vice President -- General Counsel
E-mail: msharnas@visteon.com

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 5.02. *Amendments and Waivers.* Any provision of this Agreement may be amended or waived if, but only if such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 5.03. *Expenses.* Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

Section 5.04. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other Party hereto. Upon any such permitted assignment, the references in this Agreement to the assignor shall also apply to any such assignee unless the context otherwise requires. Notwithstanding the foregoing, Visteon shall assign this Agreement to its successor-in-interest (if any) pursuant to a plan consummated under the Bankruptcy Case.

Section 5.05. *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Michigan, without regard to the conflicts of law rules of such state.

Section 5.06. *Dispute Resolution.* If a dispute arises between the Parties relating to this Agreement during the time that Visteon is involved in the Bankruptcy Case, then the procedure for enforcing the terms of this Agreement and seeking relief shall be governed by the Bankruptcy Court.

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For claims arising after Visteon has exited the Bankruptcy Case, then, subject to Section 5.12, the following shall be the sole and exclusive procedure for enforcing the terms hereof and for seeking relief, including but not limited to damages, injunctive relief and specific performance:

The Parties promptly shall hold a meeting of senior executives with decision-making authority to attempt in good faith to negotiate a mutually satisfactory resolution of the dispute; provided that neither Party shall be under any obligation whatsoever to reach, accept or agree to any such resolution; provided further, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of either Party or be deemed a waiver by either Party of any remedies to which such Party would otherwise be entitled.

(a) If the Parties are unable to negotiate a mutually satisfactory resolution as provided above, then upon request by either Party, the matter shall be submitted to binding arbitration before a sole arbitrator in accordance with the CPR Rules, including discovery rules, for Non-Administered Arbitration. Within five Business Days after the selection of the arbitrator, each Party shall submit its requested relief to the other Party and to the arbitrator with a view toward settling the matter prior to commencement of discovery. If no settlement is reached, then discovery shall proceed. Upon the conclusion of discovery, each Party shall again submit to the arbitrator its requested relief (which may be modified from the initial submission) and the arbitrator shall select only the entire requested relief submitted by one Party or the other, as the arbitrator deems most appropriate. The arbitrator shall not select one Party's requested relief as to certain claims or counterclaims and the other Party's requested relief as to other claims or counterclaims. Rather, the arbitrator must only select one or the other Party's entire requested relief on all of the asserted claims and counterclaims, and the arbitrator shall enter a final ruling that adopts in whole such requested relief. The arbitrator shall limit his/her final ruling to selecting the entire requested relief he/she considers the most appropriate from those submitted by the Parties. Notwithstanding the agreement to arbitrate as set forth above, each Party shall have the right, before, during or after any arbitration proceeding, to (i) exercise self help remedies, or (ii) obtain provisional, equitable, extraordinary or ancillary remedies available in a court of competent jurisdiction under applicable state and federal statutes and court rules (including, but not limited to, injunctive relief, appointment of a receiver, claim and delivery, replevin, real estate foreclosure, prevention of waste, and the like).

(b) Arbitration shall take place in the City of Dearborn, Michigan unless the Parties agree otherwise or the arbitrator selected by the Parties orders otherwise. Punitive or exemplary damages shall not be awarded. This Section 5.06 is subject to the Federal Arbitration Act, 28 U.S.C.A. Section 1, et seq., or comparable legislation in non-U.S. jurisdictions, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

For purposes of this Section, Visteon shall be deemed to have exited the Bankruptcy Case upon the order of the Bankruptcy Court confirming Visteon's plan of reorganization becoming a final, non-appealable order.

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Section 5.07. *Jurisdiction.* Subject to Section 5.06, any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any federal court sitting in Michigan or any Michigan State court sitting in the Wayne County or Oakland County, Michigan, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or any objection that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

Section 5.08. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 5.09. *Counterparts; Effectiveness; Third Party Beneficiaries.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Except as provided in Article 4, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties hereto and their respective successors and permitted assigns under Section 5.04.

Section 5.10. *Entire Agreement.* This Agreement and applicable provisions of the Termination Agreement constitute the entire agreement between the Parties with respect to the subject matter hereto and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

Section 5.11 *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 5.12. *Specific Performance.* Notwithstanding Section 5.06, the Parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in

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accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the Bankruptcy Court (if applicable) or the courts specified in Section 5.07, in addition to any other remedy to which they are entitled at law or in equity.

[Signatures on Following Page]

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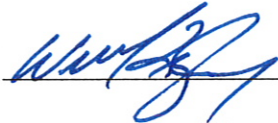
[Signature page to Visteon Hourly Employee Transfer Agreement]

IN WITNESS WHEREOF, ACH and Visteon have caused this Agreement to be executed in multiple counterparts by their duly authorized representatives.

**AUTOMOTIVE COMPONENTS
HOLDINGS, LLC**

VISTEON CORPORATION

By: _____
Name: _____
Title: _____
Date: July 26, 2010

By: 
Name: William G. Quigley III
Title: Executive Vice President,
Chief Financial Officer
Date: July 26, 2010


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[Signature page to Visteon Hourly Employee Transfer Agreement]

IN WITNESS WHEREOF, ACH and Visteon have caused this Agreement to be executed in multiple counterparts by their duly authorized representatives.

**AUTOMOTIVE COMPONENTS
HOLDINGS, LLC**

VISTEON CORPORATION

By: 
Name: _____
Title: MARK A. BLAIR
Title: PRESIDENT & CEO
Date: July 26, 2010

By: _____
Name: _____
Title: _____
Date: July 26, 2010

ATTACHMENT III

DIRECT COSTS

For (i) the Salaried Inactive Employees specified in the SETA and Section 2(a) of this Termination Agreement for the applicable period specified in Section 2(a) and (ii) the Approved Workers Compensation/Disability Separation Status Employees specified in the HETA and Section 2(e) of this Termination Agreement for the applicable period specified in Section 2(e), ACH will reimburse Visteon for the applicable following costs in same manner and to the same extent as ACH reimburses Visteon as of the Effective Date pursuant to Article IV of the SELA and Article IV of the HELA, including costs incurred during the period but not reported, processed or paid until after the end of such period:

- Salary

ACH will reimburse Visteon the actual cost of salaries and other cash compensation paid to such Salaried Inactive Employees during their leave of absence period, consistent with current practice under Article IV of the SELA

- Taxes

ACH will reimburse Visteon actual FICA, Medicare, unemployment taxes and any other taxes paid or owed by Visteon for such Salaried Inactive Employees who are eligible to receive full or partial pay that is related to their leave of absence period, consistent with current practice under Article IV of the SELA

- Other Benefits

ACH will reimburse Visteon the actual cost of benefits, including the monthly group fringe costs described under Article IV of the SELA and Article IV of the HELA, provided to such Salaried Inactive Employees and Approved Workers Compensation/Disability Separation Status Employees respectively during their leave of absence period less any required employee premium contribution, consistent with current practice under Article IV of the SELA and Article IV of the HELA, respectively.

- Other Costs

ACH will reimburse Visteon any other costs incurred by Visteon with respect to Salaried Inactive Employees and Approved Workers Compensation/Disability Separation Status Employees during their leave of absence period, consistent with current practice under Article IV of the SELA and Article IV of the HELA, respectively.

- Administrative Fee

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ACH will reimburse Visteon \$250 per calendar month for each such Salaried Inactive Employee for administrative and processing services and \$150 per calendar month for each such Approved Workers Compensation/Disability Separation Status Employee.

References in this Attachment III to "current practice" refer to current practice of the Parties as of the Effective Date.

ATTACHMENT IV

APPLICABILITY OF SECTION 2.06(A) OF SELA & "ELIGIBLE EMPLOYEE"
UNDER REIMBURSEMENT AGREEMENT⁴

Item	Category of Salaried Leased Visteon Employee	VSP payable to Employee	"Eligible Employee" under Reimbursement Agreement
1.	Active Visteon Employees, including Ford retirees, whose employment is transferred to ACH	No	No
2.	Active Visteon Employee who refuses transfer to employment with ACH	No	No
3.	Active Visteon Employee whose employment is not transferred to ACH because ACH does not request it or because ACH unleases employee prior to the Salaried Transfer Date.	Yes	Yes
4.	Salaried Inactive Employee who returns to work w/in six months after the Salaried Transfer Date and whose employment is transferred to ACH	No	No
5.	Salaried Inactive Employee who returns to work w/in six months after the Salaried Transfer Date and who refuses transfer to employment with ACH	No	No
6.	Salaried Inactive Employee who returns to work w/in six months after the Salaried Transfer Date and whose employment is not transferred to ACH, because ACH does not request it	Yes	Yes
7.	Salaried Inactive Employee who does not return to work w/in six months after the Salaried Transfer Date	No (although such employee may be entitled to separation payment under Visteon's separation plan)	No

⁴ Provided the other requirements of the Reimbursement Agreement are met, including, without limitation, (i) termination in accordance with the SETA and the Termination Agreement, and (ii) the other requirements of the definition of "Eligible Employee" under the Reimbursement Agreement. For clarity, a Salaried Leased Visteon Employee who is terminated for an offense that would justify a "for cause" termination under Visteon's Personnel policies or for failure to achieve acceptable performance under the Visteon Performance Improvement Program is not an Eligible Employee.

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ATTACHMENT V
CONTINUING SERVICES

ATTACHMENT V

CONTINUING SERVICES

SERVICE	PRICE	TERM
<p>1. EX3 Access: Continued use of and access to medical and safety records of current Visteon and Ford-employees leased to ACH and former Ford employees leased to ACH which utilize the Visteon EX3 software/system.</p>	<p>ACH will pay Visteon \$2,500 Application Service fee per month plus 35% service fee mark-up. For avoidance of doubt, ACH has paid EX3 software maintenance fees for the one-year period ending August 31, 2010. For the period beginning September 1, 2010, ACH will pay Visteon monthly, in advance, the actual monthly fee charged by EX3. Visteon to continue to provide software maintenance on a month-to-month basis. ACH will pay Visteon for such services at the cost charged by EX3 for the month-to-month extension (provided it is reasonably acceptable to ACH), plus 35% service fee mark-up.</p>	<p>Until data extract from Visteon's EX3 system can be obtained, validated, loaded and running acceptably on Ford's equivalent system, OSHIM and related applications. Outside date is 60 days after last data extract is received and approved by ACH.</p>
<p>2. EX3 Data Extract: Extract in specified format and provide to ACH medical and safety records for current Visteon and Ford employees leased to ACH and former Ford employees leased to ACH, which utilize the Visteon EX3 software/system.</p>	<p>ACH will pay Visteon's actual cost, consistent with the Visteon Capacity Notice and ROM that has been issued by Visteon and the ACH Election Notice that has been issued by ACH, plus 20% service fee mark-up (i.e., 15% mark-up as required under MSA plus additional 5%). Any additional required data extracts will be completed at Visteon's cost plus 35% service fee mark-up.</p>	<p>Timing of specific extracts to be determined based on Visteon ROM. Outside date is 60 days after the later of the SELA Termination Date and HELA Termination Date.</p>
<p>3. Transfer to ACH of ACH's Physical Records/Data Archived by Visteon (e.g., Iron Mountain): Visteon to maintain at Iron Mountain (or other comparable storage vendor identified to ACH) all physical records that contain shared information. Visteon to irrevocably direct Iron Mountain (or other storage vendor) to provide access to ACH, without prior consent of</p>	<p>Visteon will pay for storage of physical records that contain shared information. ACH will pay actual cost for any extraction, duplication and/or separation of records requested by ACH. Visteon will pay actual cost for any extraction, duplication and/or separation of records requested by Visteon</p>	<p>Outside date for Visteon storage responsibility is the expiration of the current applicable ACH record retention period.</p>

SERVICE	PRICE	TERM
<p>Visteon, to any records that contain ACH information that has not been separated from Visteon information. A party requiring access to such records shall provide reasonable notice to the other party affording such party an opportunity to participate in the records access.</p>		
<p>4. EEO/AAP Employment and EASI Data Extracts: Visteon to provide ACH with EASI extracts of EEO/AAP employment and EASI raw and summary data for Leased Visteon Employees transferred to ACH, including reports such as ACH has been regularly receiving for the period commencing October 1, 2008 through the later of SELA Termination Date and HELA Termination Date.</p>	<p>ACH will pay Visteon's actual cost, consistent with the existing Visteon Capacity Notice and ROM issued by Visteon and related ACH Election Notice, plus 20% service fee mark-up (i.e., 15% mark-up as required under MSA plus additional 5%). For any additional extract requirements requested by ACH beyond those specified in the Visteon Capacity Notice, ACH will pay Visteon's actual cost plus a 35% service fee mark-up.</p>	<p>Timing of specific extracts as specified in Capacity and Election Notices. Outside date is 180 days after the effective date of the transfer of the last Leased Visteon Employee.</p>
<p>5. Tax, Finance, and Accounting Services Provided by Visteon de Mexico</p>	<p>ACH will pay Visteon \$70 per hour for shared personnel and \$100 per hour for manager personnel for Converca-related services requested by ACH, consistent with the Visteon Capacity Notice issued by Visteon and the ACH Election Notice that has been issued by ACH, plus 35% service fee mark-up.</p>	<p>Until Mexican Converca tax audit is complete and Converca legal entity is closed.</p>
<p>6. Docman Data Extract: Extract in specified format and provide to ACH of Docman data for current salaried Leased Visteon Employees, to enable ACH to utilize Documentum software/system.</p>	<p>ACH will pay Visteon's actual cost, consistent with the Visteon Capacity Notice and ROM that has been issued by Visteon and the ACH Election Notice that has been issued by ACH, plus 20% service fee mark-up (i.e., 15% mark-up as required under MSA plus additional 5%). For any additional extract requirements requested by ACH beyond those specified in the Visteon</p>	<p>Timing of specific extracts to be determined based on Visteon ROM. Outside date is 60 days after the effective date of the transfer of the last Leased Visteon Employee.</p>

SERVICE	PRICE	TERM
	Capacity Notice, ACH will pay Visteon's actual cost plus a 35% service fee mark-up.	
7. Access to Engineering Design Tools (access terms and conditions as set forth in the Fifth Amendment to Intellectual Property Contribution Agreement)	As described in the Fifth Amendment to Intellectual Property Contribution Agreement.	As described in the Fifth Amendment to Intellectual Property Contribution Agreement.
8. Limited Access to Visteon Network (to support EX3, and G2V for Engineering Tools)	ACH will pay Visteon \$20 per available SILAS account per month, plus 35% service fee mark-up.	Until ACH no longer requires this service.
9. Process Annual Incentive Compensation Plan Payment to Covered Participants	ACH will pay Visteon a one-time fee of \$5,375, plus 35% service fee mark-up to process annual incentive payments for Covered Participants (estimated to number 35).	Until the 2010 annual incentive compensation plan payments owed to the Covered Participants are paid.

Invoicing and payment (including any adjustments) for the services above will be made in accordance with the applicable requirements set forth in Attachment VII to the Termination Agreement. If ACH terminates either of the services numbered 1 or 8 above without giving at least 30 days' advance notice to Visteon, then ACH will reimburse Visteon for any amounts charged to Visteon by the applicable Visteon Third Party Service Provider in accordance with its applicable agreement with Visteon as a result of such termination upon less than 30 days' notice; provided, however, that Visteon actually pays such amounts to such Third Party Service Provider and Visteon uses commercially reasonable efforts to mitigate such amounts. Notice will be via email as listed below.

Notice:

Dan Presidio

Email: dpresidi@visteon.com

ATTACHMENT VI

ADDITIONAL OBLIGATIONS

Each of the following shall apply upon and after the SELA Termination Date, HELA Termination Date, or MSA Termination Date (as applicable), and shall apply notwithstanding the termination of the SELA, HELA, or MSA (as applicable); provided, however, that none of the following: (i) shall be construed as obligations under the SELA, HELA, or MSA (as applicable) that survive termination of the same, but, rather, are new obligations created under this Termination Agreement that relate to services provided under the SELA, HELA, or MSA (as applicable) prior to the SELA Termination Date, HELA Termination Date, or MSA Termination Date (as applicable); and (ii) shall require a Party to perform any obligation already fully performed under the SELA, HELA, or MSA prior to the SELA Termination Date, HELA Termination Date, or MSA Termination Date (as applicable):

(a) Visteon's obligations under Section 3.05 of the SELA (ACH Confidentiality Agreement) are incorporated into this Termination Agreement and shall apply in regard to any Confidentiality Agreement (as defined in Section 3.05) executed (or required to have been executed) prior to or on the SELA Termination Date.

(b) Article 6 (Intellectual Property Assignment) of the SELA is incorporated into this Termination Agreement and shall apply in regard to any intellectual property rights created by any Leased Employees (as defined in Article 6) prior to or on the SELA Termination Date.

(c) Sections 5.4 (Audit and Access to Information) and 14.2 (Interest in Proprietary Information) of the MSA are incorporated into this Termination Agreement and shall apply only in regard to: (i) Services provided under the MSA prior to or on the MSA Termination Date; and (ii) Continuing Services.

(d) The requirement under the fourth sentence of Section 11.1(a) of the MSA (Confidential Information) that each of Visteon and ACH limit further disclosure of Confidential Information received by it in the same manner as that party protects its own confidential information of like importance, together with the limitations thereon in Sections 11.1(b) and (c), are incorporated into this Termination Agreement and will apply in regard to any Confidential Information (as described in Section 11.1(a) of the MSA) that was disclosed under the MSA prior to or on the MSA Termination Date. (ii) In addition, the requirement under the third sentence of Section 11.1(a) of the MSA for Visteon to protect Confidential Information disclosed by ACH, together with the limitations thereon in Sections 11.1(b) and (c), are incorporated into this Termination Agreement and will apply to any ACH Confidential Information disclosed under a Continuing Service. This Confidential Information includes all data and information extracts provided to ACH as or under a Continuing Service, as well as any information

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disclosed by ACH that is designated by ACH in writing or by appropriate stamp or legend as "Confidential" or some similar marking of like importance, or where the nature of the information is such that a reasonable person who deals with such information would believe that a party intends or is obligated to maintain it as confidential. Visteon's obligations under this Section (d)(ii) will terminate 3 years after the date the applicable Continuing Service terminates.

(e) ACH will continue to reimburse Visteon for its case (but not its incurred, but not yet reported (IBNR)) reserves (and adjusted increase thereto) for workers compensation claims of Leased Visteon Employees and ACH's portion of associated third party administrative costs, and Visteon will continue to credit ACH for reductions in such reserves and to reimburse ACH in cash where the aggregate amount of such credits exceed ACH's reimbursement obligations to Visteon for such reserves, in accordance with the past practice of Visteon and ACH in regard to such claims and reserves under the SETA or HETA (as applicable); provided, however, that:

(i) such claims arise out of a work-related injury or illness while the Leased Visteon Employee was performing work for ACH while leased to ACH;

(ii) the applicable reserve was established by Visteon in accordance with the past practice of Visteon and ACH in regard to such reserves (except as provided in this Section (e) of Attachment VI) and the January 1, 2010 date set forth in Section 4(d)(i) of this Termination Agreement shall be disregarded for this purpose;

(iii) ACH must consent in writing (via representatives that it will designate) to each of the following that occur on or after the date this Termination Agreement is submitted to the Bankruptcy Court for approval: (A) the amount of any new reserve established in excess of \$10,000; (B) any adjustments to any reserve (whether existing or new) in excess of \$10,000; and (C) the payment of any claim in excess of \$10,000 that is debited (or to be debited) against any reserve (whether existing or new); provided, however, that ACH will not unreasonably withhold or delay its consent;

(iv) Visteon will execute any lump sum claim settlement requested by ACH when and as requested, provided the settlement value is within the applicable reserve amount or ACH agrees to cover any settlement amount in excess of the applicable reserve amount;

(v) ACH will in no event be responsible for any costs relating to or arising from any workers compensation claim to the extent such costs are covered by Visteon's insurance (other than self-insured amounts);

(vi) For claims for which ACH has any reimbursement obligation to Visteon and which arise out of a work-related injury or illness described in Section (e)(i) above, Visteon will maintain workers compensation and employer's liability insurance coverage with its present insurance company or such other insurance company as Visteon

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may choose, provided that in any event the scope and type of such coverage will not change and such insurance company must have a minimum AM Best rating of "A-" FSC VI and Visteon will not increase the applicable deductibles and, where there is insurance coverage, Visteon will seek recovery from its insurer and will not look to ACH for any reimbursement in excess of the existing deductibles under its present insurance coverages; and

(vii) ACH's reimbursement obligation will continue through the September 30th immediately following the second anniversary of the SELA Termination Date (for reserves relating to claims of Salaried Leased Visteon Employees) or HELA Termination Date (for reserves relating to claims of Hourly Leased Visteon Employees) (such September 30th date is referred to herein as an "**Expiration Date**") ; provided, however, that each such reserve for claims open as of the applicable Expiration Date will be subject to a final, one-time adjustment (up or down, as applicable) for any difference between (a) the total lifetime cost projection for the claim to which such reserve relates as specified in the report of Visteon's independent actuary pursuant to Visteon's annual actuarial review of all of its workers compensation reserves for that fiscal year (as of September 30th) and (b) the total amount paid by ACH to Visteon for such claim and reserve as of such September 30th date. The review and adjustment process shall be conducted as follows:

(A) such actuarial review shall be conducted at Visteon's cost by Towers Watson (formerly Towers Perrin) or such other independent actuary as is engaged by Visteon for its non-ACH related workers compensation loss estimation, provided such actuary is certified by the American Academy of Actuaries and is otherwise reasonably acceptable to ACH;

(B) the reviews shall be conducted consistent with Visteon's past practices for such reviews and no amounts covered by Visteon's insurance (other than self-insured amounts) will be included in the adjustment calculation;

(C) within 30 days prior to the applicable Expiration Date, Visteon and ACH will jointly review and make a good faith effort to agree on the amount of each reserve (and any appropriate adjustment thereto) that will exist on such Expiration Date and the information and any work instructions and assumptions to be provided to the actuary;

(D) ACH shall receive a copy of the report provided by the actuary as well as a copy of the information and any work instructions and assumptions provided to the actuary within five business days of receipt of the report by Visteon, but in any event not later than the December 15th immediately following the applicable Expiration Date;

(E) such adjustments shall be completed by the December 31st immediately following the applicable Expiration Date ("**Adjustment Period**"); and

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(F) ACH shall have the right to review and audit Visteon's books and records related to the workers compensation reserves and claims history, including the reserves and claim information provided to the actuary and Visteon will provide ACH with prompt and reasonable access to such books and records for such purpose.

Upon completion of the adjustment and payment of any remaining associated reimbursement obligation owed by ACH to Visteon, ACH will cease to have any obligation to Visteon in regard to the applicable reserves or claims.

For the avoidance of doubt, Visteon will be responsible for all costs relating to or arising from any workers compensation claims of Leased Visteon Employees for which ACH does not have a reimbursement obligation as expressly provided for in this Section (e).

(f) After the HELA Termination Date, grievances filed (whether on, before, or after the applicable Employment Date (as defined in the HETA)) by or on behalf of an Hourly Leased Visteon Employee concerning matters relating to such Hourly Leased Visteon Employee's work for ACH while leased to ACH under the HELA will be processed in accordance with the past practices of Visteon and ACH in regard to such grievances. To the extent ACH would have had an obligation under the HELA to reimburse Visteon for any payments made to settle such grievances ("**Covered Grievance**"), ACH will make such payments directly to the affected Hourly Leased Visteon Employee for Visteon after the HELA Termination Date. Such payments will be made for Visteon for administrative purposes as a result of Visteon payroll system limitations and will in no way affect such Hourly Leased Visteon Employee's status as an employee of Visteon on and prior to the HELA Termination date for all purposes. Such payments will include tax and payroll deductions that may or may not be the same as those for the affected Hourly Leased Visteon Employees for the period of his/her employment with Visteon.

In regard to any employee reinstatement order or agreement arising from any such grievance, if ACH would have had responsibility for the cause of such grievance under the HELA ("**Reinstatement Grievance**"), the affected Hourly Leased Visteon Employee will be treated as a Transferred Employee under the HETA.

Notwithstanding the foregoing: (i) no such Covered Grievance or Reinstatement Grievance will be settled or paid by Visteon without the prior written consent of ACH; and (ii) ACH's obligations under this Section (f) shall expire on the second anniversary of the HELA Termination Date. For the avoidance of doubt, ACH will not have an obligation under this Section (f) relating to any grievance settled by Visteon without the prior written consent of ACH. Upon ACH's request, Visteon will provide ACH with prompt access to all information and personnel (to the extent ACH does not have, or is unable to access, the same directly) relating to any Covered Grievance or Reinstatement Grievance and any ACH payment for Visteon described above.

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ATTACHMENT VII

SELA, HELA, AND MSA PRETERMINATION OR TERMINATION DATE
AMOUNTS TO BE PAID AFTER TERMINATION DATE

Attachment VII

SELA, HELA, AND MSA PRETERMINATION OR TERMINATION DATE AMOUNTS TO BE PAID AFTER TERMINATION DATE

Type of Cost	Description	Timing for Invoicing	Timing for Payment of Invoices (Including for Under/Over Payments)/Reconciliations	Comments
Wages and other Compensation (e.g., bonus, jury duty, premium time, lump sum, employee-related tax true-up) for Regular and Supplemental Salaried Leased Visteon Employees	Overtime Pay and other Compensation (e.g., bonus, jury duty, premium time, lump sum, employee-related tax true-up) For Hours Worked Prior to or on the SELA Termination Date	Monthly as incurred with final billing for the month ending August 31, 2013 no later than September 30, 2013.	For amounts invoiced prior to January 1, 2011, payment to be made within 2 business days after receipt of Visteon invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	
Billings for Leased Visteon Employees who are Agency Employees	Compensation for Hours Worked Prior to and including the SELA Termination Date	Monthly as incurred with final billing for the month ending August 31, 2013 no later than September 30, 2013.	For amounts invoiced prior to January 1, 2011, payment to be made within 2 business days after receipt of Visteon invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	
Wages and other Compensation (e.g., jury duty, premium time, employee-related tax true-up) for Hourly Leased Visteon Employees	Base Wages, Overtime and other Compensation (e.g., jury duty, premium time, employee-related tax true-up) for Hours Worked Prior to and including	Monthly as incurred with final billing for the month ending August 31, 2013 no later than September 30, 2013.	For amounts invoiced prior to January 1, 2011, payment to be made within 2 business days after receipt of Visteon invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice	

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Type of Cost	Description	Timing for Invoicing	Timing for Payment of Invoices (Including for Under/Over Payments)/Reconciliations	Comments
	the HELA Termination Date		and supporting detail.	
Standard Monthly Group Fringe Cost (e.g., medical, dental, and vision) for Hourly Leased Visteon Employees	Fringe Benefit Payments (e.g., medical, dental, and vision) Applicable to the Period Prior to and including the HELA Termination Date.	Monthly as incurred with final billing for the month ending on the second anniversary of the HELA Termination Date no later than thirty days after the second anniversary of the HELA Termination Date.	For amounts invoiced prior to January 1, 2011, payment to be made within 2 business days after receipt of Visteon invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	
Wages and other Compensation (e.g., jury duty, premium time, employee-related tax true-up) for Bellevue Hourly Leased Visteon Employees	Base Wages, Overtime, other Compensation (e.g., jury duty, premium time, employee-related tax true-up) and Fringe for Hours Worked Prior to and including the HELA Termination Date	Monthly as incurred with final billing for the month ending on the second anniversary of the HELA Termination Date no later than thirty days after the second anniversary of the HELA Termination Date	For amounts invoiced prior to January 1, 2011, payment to be made within 2 business days after receipt of Visteon invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	
Fringe Benefits for Bellevue Hourly Leased Visteon Employees	Fringe Benefit Payments Applicable to the Period Prior to and including the HELA Termination Date.	Within thirty days of the HELA Termination Date, based on the customary per head fringe rate billing	Payment to be made within 2 business days after receipt of Visteon invoice and supporting detail.	No true-up required after HELA Termination Date
MSA Service Billing	True-Up of Monthly	Monthly within the first 13 days	For amounts invoiced prior to January 1, 2011,	To support final invoices

Type of Cost	Description	Timing for Invoicing	Timing for Payment of Invoices (Including for Under/Over Payments)/Reconciliations	Comments
	Estimate to Actual Costs	of the three calendar months following the month in which the MSA Termination Date occurs	payment to be made within 5 business days after receipt of Visteon invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	that trail
HELA/SELA Other Billing (e.g., travel related, expense, employee suggestion awards, employee education),	True-Up of SELA /HELA Other billing excluding workers' compensation (e.g., travel related expense, employee suggestion awards, employee education).	Within 90 days after the termination of services to cover trailing charges	For amounts invoiced prior to January 1, 2011, payment to be made within 5 business days after receipt of Visteon invoice and supporting detail. For amounts invoiced after December 31, 2010 payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	
SELA/HELA Other Billing (Workers' Compensation)	Workers Compensation Billing for Case Reserves and Administrative Costs per Attachment VI, Sec.(e).	To be Billed (Credited) monthly as incurred, with final billing for the month ending on the September 30 th immediately following the second anniversary of the SELA Termination Date or HELA Termination Date, as applicable, no	For amounts invoiced prior to January 1, 2011, payment to be made within 5 business days after receipt of Visteon's invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	

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Type of Cost	Description	Timing for Invoicing	Timing for Payment of Invoices (Including for Under/Over Payments)/Reconciliations	Comments
		later than 30 days after such final billing period and detailed in Attachment VI (e)(viii).		
SELA/HELA Other Billing (Workers' Compensation)	Workers Compensation Adjustment to Visteon Actuary's Estimated Loss (Gain) Less Previously Reimbursed Case Reserves Included in Loss Estimate per Attachment VI, Sec.(e).	To be billed/(credited) by the December 15th following the second Anniversary of the HELA Termination Date or SELA Termination Date, as applicable per Attachment VI (e)(viii)(E).	Within 30 Business Days after Receipt of Visteon's Invoice and Supporting Detail.	
EX3 Access (Visteon Monthly Application Service Fee and EX3 Software Maintenance Billing from EX3 to Visteon)	Continued use of and access to medical and safety records of current Visteon and Ford-employees leased to ACH and former Ford employees leased to ACH which utilize the Visteon EX3 software/system	Monthly as incurred with the final billing no later than 30 days after the service is terminated	For amounts invoiced prior to January 1, 2011, payment to be made within 2 Business Days after receipt of Visteon's invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	
Extracts (including EX3, Docman, EEO/AAP Employment and EASI)	Any Data Extracts	As incurred with the final billing no later than 30 days after the work is completed	For amounts invoiced prior to January 1, 2011, payment to be made within 5 business days after receipt of Visteon's invoice and supporting detail. For amounts invoiced after December 31, 2010,	

Type of Cost	Description	Timing for Invoicing	Timing for Payment of Invoices (Including for Under/Over Payments)/Reconciliations	Comments
			payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	
Transfer of Physical Records	Extraction and duplication of records stored at Iron Mountain (or other comparable storage vendor identified to ACH)	As incurred.	For amounts invoiced prior to January 1, 2011, payment to be made within 5 business days after receipt of Visteon's invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	
Tax, Finance, and Accounting Services Provided by Visteon de Mexico	Services supporting Converca tax audit and closure of Converca legal entity	Monthly as incurred with the final billing no later than 30 days after the service is terminated.	For amounts invoiced prior to January 1, 2011, payment to be made within 2 business days after receipt of Visteon's invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	
Access to Engineering Design tools	As described in the Fifth Amendment to Intellectual Property Contribution Agreement	Monthly as incurred with the final billing no later than 30 days after the service is terminated	For amounts invoiced prior to January 1, 2011, payment to be made within 2 business days after receipt of Visteon's invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	
Limited Access	Network access	Monthly as	For amounts invoiced prior	

Type of Cost	Description	Timing for Invoicing	Timing for Payment of Invoices (Including for Under/Over Payments)/Reconciliations	Comments
to Visteon Network	to allow connection to EX3 and Engineering Tools via G2V or other substantially equivalent method reasonably acceptable to ACH	incurred with the final billing no later than 30 days after the service is terminated	to January 1, 2011, payment to be made within 2 business days after receipt of Visteon's invoice and supporting detail. For amounts invoiced after December 31, 2010, payment to be made within 15 business days after receipt of Visteon invoice and supporting detail.	
Annual Incentive Compensation Plan Payment to Covered Participants	Payment of 2010 annual incentive compensation plan payments to Covered Participants	March 2011	ACH to pay to Visteon's paying agent under the Plan such aggregate amount as is necessary to reimburse Visteon for the aggregate amount of such payments 3 business days in advance of payment for both the annual incentive bonus amounts as well as the related payroll taxes	

Type of Cost	Description	Timing for Invoicing	Timing for Payment of Invoices (Including for Under/Over Payments)/Reconciliations	Comments
Blue Cross Blue Shield Reimbursement for "Stop Loss" Insurance and Annual Reconciliation	Visteon will reimburse ACH for their proportion of the reimbursed medical claim amounts that were reimbursed (or will be reimbursed) by Blue Cross Blue Shield, less any Blue Cross Blue Shield deducted administrative expenses associated with "stop loss" costs, and other Blue Cross Blue Shield administrative costs to be agreed to by Visteon and ACH, to the extent not previously deducted (i.e., paid for by Visteon or ACH), to Visteon as a result of Visteon's "stop loss" insurance with Blue Cross Blue Shield which applies to the period of time that the Hourly Leased Visteon Employees and	Annually	Visteon to reimburse ACH any amounts described in the "Description" column for this item within the next monthly billing cycle after receipt of such amounts from Blue Cross Blue Shield and supporting details.	Recovery from Blue Cross Blue Shield is expected in October 2010 for the benefit plan year ending May 31, 2010, and in October 2011 for the benefit plan year ending May 31, 2011. The Salaried reimbursement amount will be allocated proportional to the total average headcount covered under Visteon's Blue Cross Blue Shield contract. The Hourly will follow the same process, but calculated separately from the Salaried.

Execution Version

Type of Cost	Description	Timing for Invoicing	Timing for Payment of Invoices (Including for Under/Over Payments)/Reconciliations	Comments
	<p>Salaried Leased Visteon Employees were or are eligible for coverage under Visteon's contract with Blue Cross Blue Shield, including any under-allocated or under-reimbursed to ACH. This obligation will exist irrespective of any conflicting language in Sec. 4 of the Termination Agreement.</p>			

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ATTACHMENT VIII

FIFTH AMENDMENT TO INTELLECTUAL PROPERTY CONTRIBUTION
AGREEMENT

**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**").

W I T N E S S E T H:

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

EXECUTION VERSION

ATTACHMENT IX
ACH PROOFS OF CLAIM TO BE DISMISSED
IN ACCORDANCE WITH SECTION 7(b)

ATTACHMENT IX
 ACH PROOFS OF CLAIM TO BE EXPUNGED
 IN ACCORDANCE WITH SECTION 7(b)

Claim Number	Claim Name	Proof of Claim Amount ¹	Related Agreement/Contract
2755	Fidelity Services (Stranded Costs)	\$1,190,000 (as filed); adjusted amount: \$1,164,000	Master Services Agreement
2756	Tulsa Incentive	\$210,513	Salaried Employee Lease Agreement
2765	Tulsa Vacation	\$134,419	Salaried Employee Lease Agreement
2767	2008 Telecommunications True-Up	\$1,795,341	Master Services Agreement
2773	2007 Telecommunications True-Up	\$4,019,752	Master Services Agreement
2780	Meridian Tooling Claim	\$1,486,387	Master Services Agreement
2787	Carlite DirectSource	\$1,495,431	Master Services Agreement
2742	Retroactive Supplier Price Adjustments – Accounting Correction	\$1,392,964	Master Services Agreement
2730	FBSC – Cooper Standard (Stranded Cost)	\$42,000 (as filed); adjusted amount: \$42,525	Master Services Agreement
2725	FBSC – Linamar (Stranded Cost)	\$23,389	Master Services Agreement

¹ Claim amounts are prepetition amounts asserted by ACH for the applicable claim calculated at commencement of Debtors' bankruptcy cases and are approximate. Any adjusted amounts shown reflect adjustments made to prepetition amounts by ACH after filing the applicable proof of claim and are approximate amounts as of May 31, 2010.

Claim Number	Claim Name	Proof of Claim Amount ¹	Related Agreement/Contract
2735	Finance FTE – Linamar (Stranded Cost)	\$130,338	Master Services Agreement
2737	IT Mainframe – Sterling (Stranded Cost)	\$289,000	Master Services Agreement
2745	IT Mainframe – Converca (Stranded Cost)	\$39,000 (as filed); adjusted amount: \$36,000	Master Services Agreement
2739	IT Mainframe – El Jarudo (Stranded Cost)	\$72,000	Master Services Agreement
2747	IT Mainframe – Rawsonville (Stranded Cost)	\$119,000	Master Services Agreement
2750	Finance FTE – Cooper Standard (Stranded Cost)	\$280,134	Master Services Agreement
2751	2009 IT Telecommunication – Exited Plants (Stranded Costs)	\$500,000	Master Services Agreement
2752	Mexico FTE (Stranded Cost)	\$165,000 (as filed); adjusted amount: \$162,045	Master Services Agreement
2452	SIRVA Relocation	\$111,082.79	Salaried Employee Lease Agreement
2777	Indemnify and Defend Litigation	Unliquidated	Salary and/or Hourly Employee Lease Agreements

Note: Other claims to the extent solely relating to, emanating out of, or arising from the MSA or HELA (e.g., post-petition administrative expenses) asserted by ACH are also released under and subject to Section 7(b).

EXECUTION VERSION

ATTACHMENT X
AGREEMENT REGARDING CERTAIN OBLIGATIONS UNDER THE ARETA



Ford Motor Company

Ford World Headquarters
One American Road
Dearborn, Michigan 48126-2701

July 26, 2010

Mr. William G. Quigley III
Executive Vice President, Chief Financial Officer
Visteon Corporation
One Village Center Drive
Van Buren Township, MI 48111

Re: Agreement Regarding Certain Obligations under the ARETA

Dear Bill:

The purpose of this letter agreement ("**Agreement**") is to confirm the agreement between Ford Motor Company ("**Ford**") and Visteon Corporation ("**Visteon**") regarding certain obligations of Visteon under the Employee Transition Agreement, dated as of April 1, 2000, between Ford and Visteon, as subsequently amended and restated as of December 19, 2003 as the Amended and Restated Employee Transition Agreement, and as further amended ("**ARETA**").

As a result of Visteon having filed for bankruptcy protection in the United States Bankruptcy Court for the District of Delaware on May 28, 2009 ("**Bankruptcy Case**"), Visteon has informed Automotive Components Holdings, LLC ("**ACH**") that it will not continue to lease salaried employees to ACH in accordance with the Visteon Salaried Employee Lease Agreement, dated October 1, 2005, between Visteon and ACH, as amended ("**SELA**"). Further, Visteon has informed ACH that, absent ACH's and Ford's agreement to the Termination Agreement made effective as of the date of this Agreement among ACH, Ford, Visteon, and Visteon Global Technologies, Inc. ("**Termination Agreement**") (and agreements to be signed contemporaneously therewith, including this Agreement), it would reject the SELA, the Visteon Hourly Employee Lease Agreement, dated October 1, 2005, between Visteon and ACH, as amended, and the Master Services Agreement, dated October 1, 2005, between Visteon and ACH, as amended, in the Bankruptcy Case. Such a rejection would potentially give rise to significant adverse consequences for both ACH and Ford, including the potential for significant disruptions in the supply of critical parts to Ford. The direct, incidental, and consequential damages of such a disruption could be enormous, and any resulting claims for rejection damages might dilute the recovery of the other general unsecured creditors in the Bankruptcy Case.

To avoid such rejection and the resulting significant adverse consequences, Visteon and ACH have agreed to transfer the employment of certain Visteon salaried leased employees to ACH in a mutually agreed and orderly manner pursuant to the Termination Agreement and the Salaried Employee Transfer Agreement between ACH and Visteon made effective as of the date of this Agreement ("**SETA**"). In connection with such transfer, Ford and Visteon have agreed, in accordance with the Termination Agreement, that Ford will release and discharge Visteon and its affiliates from certain claims under the ARETA relating to the salaried leased employees who transfer to ACH employment (and only in regard to those who transfer to ACH employment). Such released claims are estimated to be in an amount of approximately \$9.5 million as of the date of this Agreement. Without this Agreement, such claims would be asserted by Ford as

unsecured claims against Visteon which could, if allowed in whole or part, dilute the recovery to the other general unsecured creditors in the Bankruptcy Case.

Specifically, Ford and Visteon agree as follows:

1. Capitalized terms used but not defined in this Agreement shall have such meaning as ascribed to such terms in the ARETA. For purposes of this Agreement, the term "**Release Effective Date**" shall mean the date immediately following the date on which the employment of the last of the Visteon leased employees (other than Inactive Visteon Employees, as defined in the SETA, or Approved Workers Compensation/Disability Separation Status Employees, as defined in the HETA) is transferred to ACH in accordance with the Termination Agreement, SETA, and Hourly Employee Transfer Agreement between Visteon and ACH, made effective as of the date of this Agreement ("**HETA**"), (as applicable).
2. Effective as of the Release Effective Date, and provided Visteon and VGTI have fully complied with their material obligations under the Termination Agreement, the SETA, and the HETA, as of such date (including, without limitation, their obligations relating to the transfer of the Visteon leased employees to ACH), Ford shall fully, unconditionally, completely, irrevocably and forever forgive and release Visteon from its obligation described in subsection 3.01(c)(ii) of the ARETA ("**Pension Obligation**") to reimburse Ford for any effect on the GRP projected benefit obligation, as defined in SFAS No. 87, attributable to Group I and Group II Employees who transfer to ACH employment pursuant to the terms of the SETA ("**Transferred Employees**") as a result of Visteon's implementation of any early separation incentive programs or Reductions in Force. For the avoidance of doubt, such forgiveness and release shall not apply to any responsibility of Visteon for any Pension Obligations related to (A) Group I and Group II Employees who were not leased to ACH under the SELA; and (B) Group I and Group II Employees who were leased to ACH under the SELA, but who are not Transferred Employees.
3. Effective as of the Release Effective Date, and provided Visteon and VGTI have fully complied with their material obligations under the Termination Agreement, the SETA, and the HETA as of such date (including, without limitation, their obligations relating to the transfer of the Visteon leased employees to ACH), Visteon's annual cash OPEB reimbursement obligation to Ford described in subsection 3.03(a) of the ARETA and the balance sheet liability and SFAS 106 expense obligations described in subsection 3.03(b) of the ARETA (collectively, the "**OPEB Obligations**") shall exclude OPEB Obligations attributable to the Transferred Employees, estimated as of the Transfer Date by Ford. Ford shall fully, unconditionally, completely, irrevocably and forever forgive and release Visteon from the OPEB Obligations attributable to the Transferred Employees on and after the Transfer Date, as described herein. For the avoidance of doubt, such forgiveness and release shall not apply to any OPEB Obligations for any Visteon employees who are not Transferred Employees, including, without limitation, those OPEB Obligations related to (A) Group I and Group II Employees who were not leased to ACH under the SELA; and (B) Group I and Group II Employees who were leased to ACH under the SELA, but who are not Transferred Employees.
4. Effective as of the Release Effective Date, and provided Visteon and VGTI have fully complied with their material obligations under the Termination Agreement, the SETA, and the HETA as of such date (including, without limitation, their obligations relating to the transfer of the Visteon leased employees to ACH), Ford shall fully, unconditionally, completely, irrevocably and forever forgive and release Visteon from any and all claims, demands, actions, liabilities, causes of action, costs, losses, damages, expenses, judgments, executions, or awards, whether

known or unknown, and whether or not asserted or raised and existing, or alleged to exist or to have existed arising prior to, on, or after the Transfer Date which Ford ever had or may have against Visteon to the extent solely relating to, emanating out of, or arising from Visteon's inability to make distributions as described in section 3.10 of the ARETA at the end of any applicable deferral period from Transferred Accounts to the extent that such distributions are attributable to the Transferred Employees. For the avoidance of doubt, such forgiveness and release shall not apply in regard to any distributions for any Visteon employees who are not Transferred Employees, including, without limitation, those related to (A) Group I and Group II Employees who were not leased to ACH under the SELA; and (B) Group I and Group II Employees who were leased to ACH under the SELA, but who are not Transferred Employees.

5. Ford shall withdraw and/or amend each proof of claim previously filed in the Bankruptcy Case covering the claims released under paragraphs (2), (3) and (4) above in a manner consistent with paragraphs (2), (3) and (4) above within seven Business Days (as defined in the SETA and HETA) after the Release Effective Date.
6. Sections 8 (Notices), 9 (Successors and Assigns), 10 (Governing Law), 11 (Dispute Resolution), 13 (Jurisdiction), 14 (Waiver of Jury Trial), and 17 (Severability) of the Termination Agreement are incorporated into this Agreement and shall apply hereto.
7. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. No provision of this Agreement is intended to or shall confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person or entity other than the parties hereto and their respective successors and permitted assigns.
8. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties (or any of their affiliates) with respect to the subject matter of this Agreement.
9. This Agreement will become effective on the date the order of the bankruptcy court referred to in the second paragraph of this Agreement approving this Agreement becomes final and non-appealable.

Please indicate Visteon's acceptance of the terms and conditions of this Agreement by having it signed by Visteon where indicated below and two signed originals returned to me.

Sincerely,



Ford Motor Company

**Accepted and agreed:
Visteon Corporation**

Name: William G. Quigley III
Title: Executive Vice President, Chief Financial Officer

known or unknown, and whether or not asserted or raised and existing, or alleged to exist or to have existed arising prior to, on, or after the Transfer Date which Ford ever had or may have against Visteon to the extent solely relating to, emanating out of, or arising from Visteon's inability to make distributions as described in section 3.10 of the ARETA at the end of any applicable deferral period from Transferred Accounts to the extent that such distributions are attributable to the Transferred Employees. For the avoidance of doubt, such forgiveness and release shall not apply in regard to any distributions for any Visteon employees who are not Transferred Employees, including, without limitation, those related to (A) Group I and Group II Employees who were not leased to ACH under the SELA; and (B) Group I and Group II Employees who were leased to ACH under the SELA, but who are not Transferred Employees.

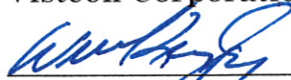
5. Ford shall withdraw and/or amend each proof of claim previously filed in the Bankruptcy Case covering the claims released under paragraphs (2), (3) and (4) above in a manner consistent with paragraphs (2), (3) and (4) above within seven Business Days (as defined in the SETA and HETA) after the Release Effective Date.
6. Sections 8 (Notices), 9 (Successors and Assigns), 10 (Governing Law), 11 (Dispute Resolution), 13 (Jurisdiction), 14 (Waiver of Jury Trial), and 17 (Severability) of the Termination Agreement are incorporated into this Agreement and shall apply hereto.
7. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. No provision of this Agreement is intended to or shall confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person or entity other than the parties hereto and their respective successors and permitted assigns.
8. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties (or any of their affiliates) with respect to the subject matter of this Agreement.
9. This Agreement will become effective on the date the order of the bankruptcy court referred to in the second paragraph of this Agreement approving this Agreement becomes final and non-appealable.

Please indicate Visteon's acceptance of the terms and conditions of this Agreement by having it signed by Visteon where indicated below and two signed originals returned to me.

Sincerely,

Ford Motor Company

**Accepted and agreed:
Visteon Corporation**



Name: William G. Quigley III

Title: Executive Vice President, Chief Financial Officer

EXHIBIT 2

INTELLECTUAL PROPERTY CONTRIBUTION AGREEMENT

This AGREEMENT ("IP Agreement") dated as of _____, 2005 is between Visteon Corporation, a Delaware corporation ("Visteon"), Visteon Global Technologies, Inc., a Michigan Corporation ("VGTI"), Automotive Components Holdings, Inc. f/k/a VFH Holdings, Inc., a Delaware corporation, and Automotive Components Holdings, LLC f/k/a VFH Holdings, LLC, a Delaware limited liability company (the "Company"), a wholly-owned subsidiary of Automotive Components Holding, Inc.

WITNESSETH:

WHEREAS, Ford Motor Company, a Delaware corporation ("Ford") and Visteon are parties to a Master Agreement (the "Master Agreement") dated as of September 12, 2005 pursuant to which, among other things, Visteon has agreed to enter into a Contribution Agreement (the "Contribution Agreement") with Automotive Components Holdings, Inc., whereby, among other things, and subject to the terms and conditions set forth therein, Visteon has agreed to contribute (or cause to be contributed) to the Company (or one or more Subsidiaries of the Company) certain intellectual property assets related to the Business as defined therein; and

WHEREAS, Visteon, VGTI, Automotive Components Holdings, Inc. and the Company have agreed to enter into this IP Agreement setting forth the intellectual property assets to be contributed to the Company and associated rights and limitations thereof.

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:

ARTICLE 1

DEFINITIONS

Section 1.01. *Definitions.* (a) Capitalized terms used but otherwise not defined herein shall have the meanings as assigned to them in the Contribution Agreement.

(b) The following terms, as used herein, have the following meanings:

"Company Only Products and Technologies" means the following products and technologies manufactured only by the Company as of the Closing Date, for manufacture and sale to any customer, including any improvements or developments for currently produced products or those in the current cycle plan for Plants which have passed the Visteon CDP Gate 2 (or equivalent) approval, except that any such improvements or developments 1) that are subject to pre-existing contractual obligations that prevent transfer to Company are not to be included or 2) that are subject to a joint development

agreement with non-Ford OEM's, or other suppliers, subject to mutual agreement of inclusion, or exclusion, between the parties: Driveshafts, Catalytic Converters, Body Stampings, Stabilizer Bars, Steering Columns, RV Steering Gears, Steering Pumps, Seat Foam, Wiper Motors, Glass.

"Copyrights" mean (i) any copyright in any original works of authorship in technology fixed in any tangible medium of expression as set forth in 17 U.S.C. Section 101 et. seq., whether registered or unregistered, including any applications for registration thereof, (ii) any corresponding foreign copyrights under the laws of any jurisdiction, in each case, whether registered or unregistered, and any applications for registration thereof, and (iii) Common Law or moral rights under the laws of any jurisdiction.

"Core Shared Products and Technologies" means Shared Products and Technologies for any of the following products or technologies: HVAC Air Handling Systems, HVAC Manual Controls, Heater Cores, Radiators, Cooling Modules (FEM), Headlamps, Rear Lamps, Cockpit Modules, Instrument Panels, Consoles, Door Panels/Trim, Glove Box, Sys/Finish Panel/Defroster Grilles, Air Induction Systems.

"Derivative Work" means a work of authorship based on one or more preexisting works, including, without limitation, a translation, condensation, transformation, expansion or adaptation, which, if prepared without authorization of the owner of the copyright of such preexisting work, would constitute a copyright infringement. The term "Derivative Work" does not include the preexisting work upon which the Derivative Work is based.

"Engineering Design Tools" means product specific tools or data (software or hardcopy) specifically designed or utilized to design, model, simulate, or visualize the product or process used to make the product including all supporting documentation for such tools. Examples may include: CAD, CAE, CAM, Knowledge Based Engineering applications and Engineering Design Manuals or Check Lists. Specifically excluded from this definition are standard computer design tools and software which are covered under the Software License and Contribution Agreement. All of the Engineering Design Tools listed in any Attachment to an Appendix are subject to the terms of any preexisting contracts. Such Engineering Design Tools are provided on an "as-is" basis, without any commitments by either party that maintenance or any other support will be provided in the future.

"Invention Disclosure" means a disclosure of an invention which (i) is written for the purpose of recording the conception or reduction to practice of an invention, and (ii) is maintained with a control number in the owning party's records.

"Joint Venture Company" means a company in which Visteon or one or more of its Subsidiaries or Affiliates owns or controls, directly or indirectly, more than 33% of the voting shares or other equity interest.

"Mask Work Rights" means (i) any rights in mask works as defined in 17 U.S.C. Section 901, whether registered or unregistered, including applications for registration thereof, and (ii) any foreign rights in semiconductor topologies under the laws of any jurisdiction, whether registered or unregistered, including applications for registration thereof.

"Non-Core Shared Products and Technologies" means Shared Products and Technologies for any of the following products or technologies: Axles, Power Take-off Unit (PTU), Manual Steering Gears, HPAS Steering Gears, Ignition Systems, Air Charging Assemblies, Throttle Bodies, Fuel Charge Assemblies, Fuel Injectors, Air/Fuel Charging Assemblies, Integrated Air/Fuel Modules, Fuel Pumps.

"Non-Patented Product Design IP and Manufacturing IP" means all (1) research, product designs, technological models, algorithms, manufacturing processes, design processes, behavioral models, logic diagrams, schematics, test vectors, know-how, computer and electronic data processing and other apparatus programs and software (object code and source code), optical, hydraulic and fluidic apparatus and processes, chemical processing, databases and documentation thereof, technical information, data, specifications, drawings, records, documentation, mask works, Invention Disclosures, works of authorship or other creative works, or websites, all of which exist at the Closing Date, and (2) Trade Secrets, Mask Work Rights, and Copyrights, related to those items described in (1) above and which exist at the Closing Date, for which Visteon has the right to assign or to grant licenses, including those stated in the Appendices hereof. Such Non-Patented Intellectual Property is provided on an "as-is" basis, without any commitments by either party that maintenance or any other support will be provided in the future.

"Patents" means those worldwide patents (including patents of importation, patents of confirmation, patents of improvement, patents and certificates of addition and utility model patents, as well as divisions, reissues, continuations, continuations-in-part, reexamination certificates, renewals and extensions of any of the foregoing), pending patent applications, Invention Disclosures submitted prior to the Closing Date and patent applications based thereon and patents which may issue from such applications after the Closing Date for which Visteon has the right to assign or to grant licenses and which are identified in the Appendices hereof.

"Region" means any one country of a group in North America, South America, Europe, Africa and Asia Pacific (including but not limited to China, Korea, Japan, Viet Nam, Australia and India).

"Shared Products and Technologies" means products made at both Visteon and Plants as of the Closing Date, for manufacture and sale to any customer, including any improvements or developments for currently produced products or those in the current cycle plan for Plants which have passed the Visteon CDP Gate 2 (or equivalent) approval, except that any such improvements or developments 1) that are subject to pre-existing contractual obligations that prevent transfer to Company or one of its Affiliates

or Subsidiaries are not to be included or 2) that are subject to a joint development agreement with non-Ford OEM's, or other suppliers, subject to mutual agreement of inclusion, or exclusion, between the parties.

"Trademarks" means trademarks, service marks and trade names.

"Trade Secrets" means business and technical methods, processes, information, compilations and know-how that are not publicly known and which give the owner a competitive advantage in its business. Such Trade Secrets are provided on an "as-is" basis, without any commitments by either party that maintenance or any other support will be provided in the future.

ARTICLE 2 CONTRIBUTION

Section 2.01. *Contribution.* Visteon and VGTI hereby transfer and deliver, or cause to be transferred and delivered, to the Company (or one or more Subsidiaries of the Company formed pursuant to the Contribution Agreement as the Company may designate prior to the Closing) at the Closing the Licensed Intellectual Property Rights and Owned Intellectual Property Rights as set forth in the Appendices attached hereto, subject to the rights and limitations set forth therein, as a capital contribution, free and clear of all Liens, other than Permitted Liens.

Section 2.02. Visteon and VGTI hereby transfer and contribute to the capital of the Company their entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Licensed Intellectual Property Rights and Owned Intellectual Property Rights assigned to the Company in Section 2.01 above.

Section 2.03. The transfers provided in this Article 2 are subject to existing and contingent obligations Visteon and VGTI may have under contracts with third parties. As soon as practicable after execution of the Contribution Agreement, Visteon, VGTI and the Company will review and take action using commercially reasonable efforts consistent with Section 2.05 of the Contribution Agreement to modify those contracts which are affected by the transfers provided in this Article 2, and take such actions as are necessary to reflect Company ownership, including transfer to the Company of the right to receive royalty payments where required.

Section 2.04. Upon request by the Company, all documents and papers shall be executed, and all commercially reasonable assistance shall be furnished by Visteon and VGTI to enable the Company to obtain and perfect any and all rights assigned to the Company in Section 2.01 above. Such assistance shall include, but not be limited to, assistance needed to: (1) establish in the Company title to Engineering Design Tools, Non-Patented Intellectual Property, Patents and Trademarks; (2) enable the Company to apply for United States and foreign patents; (3) enable the Company to apply for United States and foreign copyright registrations; (4) enable the Company to apply for United States and

foreign Trademark registrations; (5) enable the Company to prosecute, protect, and enforce any rights assigned herein; and (6) enable the Company to grant appropriate warranties of ownership when it licenses the subject matter transferred herein to third parties.

Section 2.05. It is acknowledged by the parties that Visteon acquires rights in intellectual property from third parties through its purchase orders and other contracts that may include sublicense rights that are extendable to others. In the event the Company is confronted with infringement claims by third parties that could be offset or settled by the grant of a sublicense or extension of other rights or protections from Visteon, Visteon agrees to grant such sublicenses, rights or protections under terms that are agreeable to the parties. To the extent allowable under such contracts and provided there is no adverse effect to Visteon, Visteon shall sublicense any such rights to the Company at a commercially reasonable rate established during good faith negotiations. This agreement to sublicense is non-transferable upon the sale of the business to a third party unless such third party is Ford Motor Company or its Affiliates (including Mazda).

Section 2.06. Notwithstanding the definitions used in Article 1 herein, each party and its Affiliates have the right to retain and use documents and things that describe or contain any Non-Patented Intellectual Property of the other party or Affiliate that it rightfully has in its possession after the Closing Date, provided that such copies and things shall be subject to the rights and limitations as specified in the Appendices attached hereto and the confidentiality obligations of Article 5 herein.

Section 2.07. *Implied Licenses for Purchased Parts.* Visteon and VGTI agree to not assert against the Company or a customer of the Company any intellectual property right owned by Visteon or VGTI for the manufacture, use or sale of products covered by such intellectual property right, provided that such products are used in systems or assemblies manufactured by or for the Company (pursuant to the rights and limitations of this IP Agreement) and are purchased from the then current Visteon suppliers used by Visteon to supply such products for such systems or assemblies. Visteon shall provide reasonable notice to the Company of any change in supplier of such products. The Company shall have a commercially reasonable period in which to change to the newly selected Visteon supplier.

ARTICLE 3 CONSIDERATION

Section 3.01. *Consideration.* The contributions made herein to the Company are made by Visteon and VGTI pursuant to the obligations under the Contribution Agreement and in consideration set forth therein.

ARTICLE 4 REPRESENTATION AND WARRANTIES

Section 4.01. *Representations and Warranties.* The parties agree that all representations and warranties relating to matters contemplated herein are set forth in the Contribution Agreement.

ARTICLE 5 CONFIDENTIALITY

Section 5.01. *Confidentiality.* Visteon, VGTI and the Company each agree to hold in confidence, and to use only as permitted by the licenses granted by this Agreement, all Non-Patented Intellectual Property, Engineering Design Tools and other information designated by the disclosing party in writing or by appropriate stamp or legend as "CONFIDENTIAL" or some similar marking of like importance, or where the nature of the information is such that a reasonable person who deals with such information would believe that a party intends or is obligated to maintain it as confidential (hereinafter "Confidential Information"). The receiving party agrees to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use and disclosure of the Confidential Information to third parties, specifically including Ford Motor Company, as it uses to protect its own confidential information of like importance. Except as specified below, the obligations of this Section 5.01 shall terminate on December 31, 2009, after which the party having received the Confidential Information shall limit further disclosure in the same manner as that party protects its own confidential information of like importance.

Section 5.02. Notwithstanding any other provision of this Agreement, the obligations of restricted disclosure and use specified herein will not apply to Confidential Information which:

- (a) is available as of the Closing Date or later becomes available to the public without breach of this Agreement; or
- (b) is authorized for release in writing by the disclosing party prior to the applicable disclosure; or
- (c) is lawfully obtained from a third party or parties without a duty of confidentiality; or
- (d) is disclosed to a third party by the disclosing party without a similar duty of confidentiality; or
- (e) is at any time developed by the receiving party independently of any related disclosure(s) from the disclosing party.

Section 5.03. With regard to any Confidential Information disclosed pursuant to this Agreement, the receiving party shall not be liable for unauthorized disclosure of such Confidential Information pursuant to judicial action or governmental regulations or requirements, provided that the receiving party notifies the disclosing party of the need for such disclosure within a reasonable period of time before such disclosure is required.

Section 5.04. Notwithstanding any other provisions of this Article 5, and provided it is not otherwise restricted under this Agreement, disclosure of Confidential Information by a licensed party under this Agreement to a third party will be permitted only to the extent necessary to carry out the license grants herein, and only after such third party agrees to adhere to confidentiality provisions at least as restrictive as those adhered to by the receiving party under this Agreement and to use such Confidential Information only to provide products to, or purchase products from, the receiving party herein.

Section 5.05. With respect to Confidential Information that includes software of the type embedded in a product or associated tools, disclosure by a receiving party under this Agreement to a third party will be permitted only to the extent necessary to carry out the license grants herein, and further provided that such third party agrees to: protect such software for a period of at least five (5) years from date of disclosure; use such software only to provide products to, or design, test and manufacture products for, or purchase products from, the licensed party herein; and limit access to its employees having a need to use such software to provide products to, or design, test and manufacture products for, or purchase products from, the licensed party herein.

ARTICLE 6 NOTICE

Section 6.01. *Notice.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by telecopy with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), by registered or certified mail (postage prepaid, return receipt requested) or by e-mail with receipt confirmed by return e-mail to the respective parties as follows:
if to the Company:

Ford Motor Company
Office of the Secretary
One American Road
11th Floor World Headquarters
Dearborn, Michigan 48126
Facsimile No.: (313) 248-8713
E-mail: psherry@ford.com

with a copy to:

FORD Global Technologies, Inc.
One Parklane Blvd. Suite 600 East
Dearborn, Michigan 48126

Attention: President and CEO
Telecopy: (313) 322 7162
E-mail: wcoughli@ford.com

if to Visteon or VGTI:

VISTEON Global Technologies, Inc.
One Village Center Drive
Van Buren Township, Michigan 48111
Attention: Chief Intellectual Property Counsel
Telecopy: (734) 736-5560
E-mail: sconfer@visteon.com

or to such other address as the Party to whom notice is given may have previously furnished to the other in writing in the manner set forth above. Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by e-mail, telecopy or by air courier shall be deemed effective on the first Business Day following the day on which such notice or communication was sent (provided that a confirming copy is dispatched by regular mail on the same date as such e-mail or telecopy communication is sent). Any notice or communication sent by registered or certified mail shall be deemed effective on the fifth Business Day following the day on which such notice or communication was mailed. As used in this Section 6.01, "Business Day" means any day other than a Saturday, a Sunday, Nationally Observed holiday or a jointly observed Company/Visteon holiday.

ARTICLE 7 MISCELLANEOUS

Section 7.01. *Obligation to Disclose Technology.* Visteon and VGTI each agree to put forth a good faith effort to deliver copies of documents and information requested by the Company as part of the Engineering Design Tools and Non-Patented Intellectual Property and to give full enabling effect to the licenses granted hereunder, provided that the Company agrees to pay for the reasonable administrative costs for copying and delivering the requested copies of documents and information. The foregoing obligation to copy and deliver the requested documents and information shall terminate for any requests communicated after April 1, 2006.

Section 7.02. *Inadvertent Omissions:* Visteon and VGTI have used good faith efforts to identify all Licensed Intellectual Property Rights and Owned Intellectual Property Rights to be transferred to the Company as required by the Contribution Agreement. To the extent any Licensed Intellectual Property Rights and Owned Intellectual Property Rights are discovered or identified at any time before or after the Closing Date which had they been discovered or identified prior to the date hereof would

have been transferred to Company at Closing pursuant to the Contribution Agreement but are still in Visteon's or any of Visteon's Affiliates' possession, Visteon shall immediately transfer and promptly deliver them (or cause them to be delivered) to the Company or the appropriate Subsidiary of the Company according to the appropriate grant in the Appendices attached hereto.

To Visteon's knowledge, the appendices and attachments hereto include all Licensed Intellectual Property Rights and Owned Intellectual Property Rights existing as of June 15, 2005 to be contributed to the Company. The parties agree that within 30 days after Closing, they will cooperate and identify all other Licensed Intellectual Property Rights and Owned Intellectual Property Rights to be contributed to the Company pursuant to this Agreement that are conceived, created, developed, or identified for contribution between June 15, 2005 and Closing. The parties agree that such Licensed Intellectual Property Rights and Owned Intellectual Property Rights will be added to the appropriate appendix herein. In the event that new circumstances exist at Closing that affect the original disposition of an asset pursuant to this Agreement, the parties will meet and mutually agree to the correct disposition of such asset.

Section 7.03. *Defensive Protection Measures.* For a period of five (5) years from the Closing Date, the parties shall cooperate reasonably and in good faith, to the extent consistent with each party's own business objectives and agreements with third parties, in the event that either party is involved in technology litigation or other controversies in which it would be helped in some way by the other party's relevant knowledge. Such cooperation may include, by way of example, cooperation with respect to knowledge of prior art. This agreement to cooperate is non-transferable upon the sale of the business to a third party unless such third party is Ford Motor Company or its Affiliates (including Mazda).

Section 7.04. *Transferability.* (A) To the extent permitted in this IP Agreement or in the Appendices attached hereto, the Company's obligations and limitations set forth therein may be transferred to third parties, provided however, that such third parties must agree to assume, in writing, all of the Company's obligations as stated therein.

(B) Either party may source a product produced at a facility under the licenses granted herein to additional facilities in accordance with the terms of this Agreement. The Licensed Intellectual Property Rights and Owned Intellectual Property Rights granted herein that are necessary for the manufacture and sale of such product shall be transferable, if allowed hereunder, to a purchaser of each such facility but only if each such facility to be transferred to a purchaser produces or is sourced to produce, through an executed, commercial sourcing agreement, at least 35% of the total volume per period of such product manufactured by the selling party at the time of the first sale of any such facility producing such product. In the event that such production or sourcing at such facility is less than 35% of the total volume of such product at the time of sale, then such Licensed Intellectual Property Rights and Owned Intellectual Property Rights are not transferable, except to Ford, without the consent of the other party. Considerations for consent include, but are not limited to, changes in industry volume, major technology

shifts affecting the particular products and other commercial considerations relevant at the time.

(C) Notwithstanding anything to the contrary in the Appendices attached hereto, any licenses granted herein by VGTI to Company shall be sublicensable by Company as follows: provided that Company does not itself manufacture products or perform services covered by a license grant but is wholly owned by an entity that 1) manufactures products or performs services covered by a license grant, then Company shall be entitled to grant a sublicense to such entity or its Subsidiary on identical terms as provided herein except that such sublicensee shall not have any right to grant a further sublicense under any conditions. In the event that Company does not itself manufacture products or perform services covered by a license grant but has another Subsidiary of which it controls a majority interest that does manufacture products or perform services covered by a license grant, Visteon agrees to negotiate in good faith the grant of a sublicense by the Company to such Subsidiary, except that such sublicensee shall not have any right to grant a further sublicense under any conditions.

Section 7.05. *Assignability.* Except to the extent expressly prohibited by this IP Agreement, either party may, directly or indirectly, in whole or in part, whether by operation of law or otherwise, assign or transfer this Agreement, without the other party's prior written consent. Without limiting the foregoing, this IP Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

Section 7.06. *Other Terms.* All other terms and conditions of the Contribution Agreement, to the extent they do not conflict with the terms and conditions of this IP Agreement, are incorporated into this IP Agreement. In the event of a conflict of terms, the terms of this IP Agreement shall control.

Section 7.07. *Counterparts.* This IP Agreement may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

ARTICLE 8
TERM AND TERMINATION

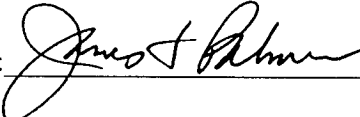
Section 8.01. This Agreement will terminate upon the expiration date of the last-to-expire of the intellectual property rights that are the subject of Section 2.01 above.

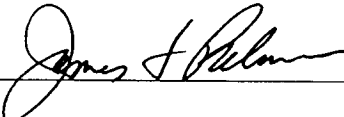
Section 8.02. Either party may terminate this Agreement upon ninety (90) days written notice to the other for failure to fulfill any obligations hereunder; provided, however, if during the ninety (90) day period such obligations have been fulfilled, this Agreement shall continue in full force and effect as it would have done had such notice not been given.

WHEREFORE, the parties have signed this Intellectual Property Contribution Agreement.

VISTEON CORPORATION

VISTEON GLOBAL TECHNOLOGIES, INC.

By: 

By: 

Name: James F. Palmer

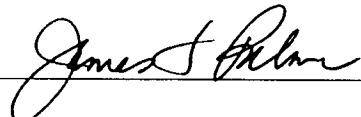
Name: James F. Palmer

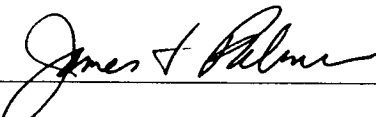
Title: Executive Vice President and
Chief Financial Officer

Title: Vice President

**AUTOMOTIVE COMPONENTS
HOLDINGS, LLC**

**AUTOMOTIVE COMPONENTS
HOLDINGS, INC.**

By: 

By: 

Name: James F. Palmer

Name: James F. Palmer

Title: President

Title: President

**BECAUSE THEY ARE VOLUMINOUS,
THE APPENDICES TO THIS AGREEMENT HAVE BEEN OMITTED.**

AMENDMENT TO INTELLECTUAL PROPERTY
CONTRIBUTION AGREEMENT

This AMENDMENT effective October 1, 2005, is among Visteon Corporation, a Delaware corporation ("**Visteon**"), Visteon Global Technologies, Inc., a Michigan Corporation ("**VGTI**"), Automotive Components Holdings, Inc. (formerly VFH Holdings, Inc.), a Delaware corporation, and Automotive Components Holdings, LLC (formerly VFH Holdings LLC), a Delaware limited liability company (the "**Company**").

WITNESSETH:

WHEREAS, Ford Motor Company, a Delaware corporation ("**Ford**") and Visteon are parties to a Master Agreement (the "**Master Agreement**") dated as of September 12, 2005, as a result of which the parties hereto entered into an Intellectual Property Contribution Agreement (the "**IP Contribution Agreement**") dated October 1, 2005, wherein Visteon and VGTI contributed to the Company certain intellectual property assets related to the Business as defined therein; and

WHEREAS, Visteon, VGTI, and the Company have agreed to certain modifications and corrections to the IP Contribution Agreement and its Appendices and Attachments.

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. The definition of "Company Only Products and Technologies" is amended to read as follows:

"Company Only Products and Technologies" means the following products and technologies manufactured only by the Company as of the Closing Date, for manufacture and sale to any customer, including any improvements or developments for currently produced products or those in the current cycle plan for Plants which have passed the Visteon CDP Gate 2 (or equivalent) approval, except that any such improvements or developments 1) that are subject to pre-existing contractual obligations that prevent transfer to Company are not to be included or 2) that are subject to a joint development agreement with non-Ford OEM's, or other suppliers, subject to mutual agreement of inclusion, or exclusion, between the parties: Driveshafts, Catalytic Converters, Exhaust System Pipes, Body Stampings, Stabilizer Bars, Steering Columns, RV Steering Gears, Steering Pumps, Seat Foam, Wiper Motors, Bumper Fascias, torque arms, bumper shocks, and cam synchronizers.

B. The definition of "Non-Core Shared Products and Technologies" is amended to read as follows:

"Non-Core Shared Products and Technologies" means Shared Products and Technologies for any of the following products or technologies: Axles, Power Take-off Unit (PTU), Manual Steering Gears, HPAS Steering Gears, Ignition Systems, Air Charging Assemblies, Throttle Bodies, Fuel Charge Assemblies, Fuel Injectors, Air/Fuel Charging Assemblies, Integrated Air/Fuel Modules, Fuel Pumps, Alternators, Starters, Fuel Vapor Storage (Carbon Canisters), Glass, and Blow-Molded Fuel Tanks.

C. Section 7.1 in Appendix 7 is amended to read as follows:

7.1 VGTI hereby grants to Company an irrevocable, non-exclusive, worldwide, non-sublicensable, fully paid, royalty free, license to make, have made, use, have used, sell, offer for sale and import components or systems utilizing the controls algorithms that exist as of the Closing Date for the following products: Axle Controls; All Wheel Drive Controls; Ignition Driver/Controls; Wiper Controls; Fuel Efficient Power Steering; and Electronic Fuel Efficient Power Steering. Such license is severable and separately transferable by business, under the same terms hereof, upon sale of all or substantially all of the assets related to that business to a 3rd party purchaser. Subject to Section 7.04(B) of this Agreement, Company shall retain rights under that portion of such license which is transferred to the 3rd party purchaser in the event that Visteon or its Subsidiaries has remaining manufacturing facilities currently producing products requiring all or a portion of the transferred license. Neither VGTI nor Company has any duty or obligation after the Closing Date to provide maintenance, support, updates, modifications, additions, derivative works, or any other improvements or variations to the controls algorithms to the other party except for any modifications rectifying or mitigating an inherent design flaw that was present at the Closing Date.

D. Section 11.2 in Appendix 11 is amended to read as follows:

11.2 VGTI hereby agrees to encumber its ownership of the Engineering Design Tools by agreeing that it shall not grant sublicenses to any of the Engineering Design Tools as set forth in the Attachment 11A ("Non-Core Shared Products and Technologies – Engineering Design Tools") to Appendix 11 to any 3rd party other than a Visteon Joint Venture, as defined herein. Such sublicense by VGTI to a Visteon Joint Venture can be royalty free. Notwithstanding the foregoing, VGTI shall be permitted to grant a sublicense to a third party acquirer of substantially all the assets of a business of Visteon Corporation or its affiliates or subsidiaries with respect to Engineering Design Tools utilized by such business immediately prior to its acquisition by the third party, which can be royalty free. Such sublicense shall be nontransferable except to a subsequent acquirer of the business.


E. The following Attachments to the IP Contribution Agreement are replaced with the corresponding Attachments appended hereto: Appendix 1, Attachment 1A; Appendix 2, Attachment 2A; Appendix 3, Attachment 3A; Appendix 4, Attachment 4A; Appendix 4, Attachment 4B; Appendix 5, Attachment 5A; Appendix 6, Attachment 6A; Appendix 6, Attachment 6B; Appendix 7, Attachment 7A; Appendix 8, Attachment 8A; Appendix 11, Attachment 11A; Appendix 12, Attachment 12A; Appendix 14, Attachment 14A; Appendix 15, Attachment 15A; Appendix 19, Attachment 19A. All other Appendix Attachments remain unchanged.

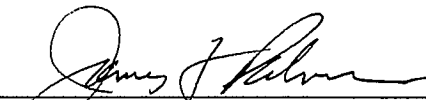
F. The listing of CDP Gate 2 Projects and the listing of Engineering Design Tools included following original Appendix 21 are deleted therefrom and replaced by Attachment 22.

WHEREFORE, the parties have signed this Amendment to the Intellectual Property Contribution Agreement.

VISTEON CORPORATION

VISTEON GLOBAL TECHNOLOGIES, INC.

By: 

By: 

Name: James F. Palmer

Name: James F. Palmer

Title: Executive Vice President and
Chief Financial Officer

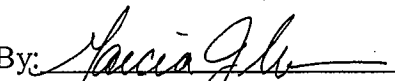
Title: Vice President

Date: 12/5/06

Date: 12/5/06

**AUTOMOTIVE COMPONENTS
HOLDINGS, LLC**

**AUTOMOTIVE COMPONENTS
HOLDINGS, INC.**

By: 

By: 

Name: Marcia J. Nunn

Name: Marcia J. Nunn

Title: Secretary

Title: Secretary

Date: 12/11/06

Date: 12/11/06

**BECAUSE THEY ARE VOLUMINOUS,
THE APPENDICES TO THIS AGREEMENT HAVE BEEN OMITTED.**

SECOND AMENDMENT TO INTELLECTUAL
PROPERTY CONTRIBUTION AGREEMENT

This AMENDMENT effective October 1, 2005, is among Visteon Corporation, a Delaware corporation ("**Visteon**"), Visteon Global Technologies, Inc., a Michigan Corporation ("**VGTI**"), Automotive Components Holdings, Inc. (formerly VFH Holdings, Inc.), a Delaware corporation, and Automotive Components Holdings, LLC (formerly VFH Holdings LLC), a Delaware limited liability company (the "**Company**").

WITNESSETH:

WHEREAS, Ford Motor Company, a Delaware corporation ("**Ford**") and Visteon are parties to a Master Agreement (the "**Master Agreement**") dated as of September 12, 2005, as a result of which the parties hereto entered into an Intellectual Property Contribution Agreement (the "**IP Contribution Agreement**") dated October 1, 2005, wherein Visteon and VGTI contributed to the Company certain intellectual property assets related to the Business as defined therein; and

WHEREAS, Visteon, VGTI, and the Company have agreed to certain modifications and corrections to the Attachments to 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:

1. The following item is removed from Attachment 3A (Core Shared Products & Technologies - Patents) and is added to Attachment 2A (Non-Core Shared Products & Technologies - Patents):

Docket Number	Patent Number	Publication/ Application No.	Title	Country	Product
197-0719	6479010		METHOD OF BLOW MOLDING AN ARTICLE HAVING BLOW MOLDED VERTICAL REINFORCEMENT RIBS	US	Bumper Fascias

2. The following item is removed from Attachment 5A (Twin Sheet Shared Products & Technologies – Patents) and is added to Attachment 2A (Non-Core Shared Products & Technologies - Patents):

Docket Number	Patent Number	Publication/ Application No.	Title	Country	Product
195-0421	5618599		POLYMER MODIFIERS FOR IMPROVING COMPATIBILITIES BETWEEN EXTRUDED/CO-INJECTED PLASTICS	US	Blow Molded Fuel Tanks

3. The following items are added to Attachment 4A (Halfshaft Shared Products & Technologies – Non-European Patents):

Docket Number	Patent Number	Publication/ Application No.	Title	Country	Product
199-1562	6,711,818		Method for Machining Opening in Workpieces	US	Halfshafts
199-1562	3545745		Method for Machining Opening in Workpieces	JP	Halfshafts
V203-0600		2005/0229372	Method of Finishing a Metal Preform	US	Halfshafts
V203-0600		JP2005271197	Method of Finishing a Metal Preform	JP	Halfshafts

4. The following items are added to Attachment 11A (Non-Core Shared Products & Technologies – Engineering Design Tools):

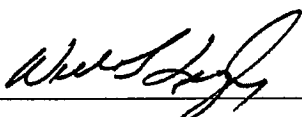
Application Name	Description	PLT
Gear Design.xls	Primary helical design program	Powertrain
Rollout.exe	Helical gear hob validation tool	Powertrain
PTUBACKLASH.xls	Calculates total backlash and does a VSA of 3 axis PTU	Powertrain
Idler Force Calcs.xls	Idler gear support force calculator	Powertrain


Gear Toto.xls	Reads and displays M&M helical gear topography inspection data	Powertrain
Gearset Matcher.xls	Selects hypoid sets to match the ratio of a given hypoid set	Powertrain
Smarter gear combinations.xls	Tooth-count selector for multi-axis PTUs	Powertrain
Duty Cycle_Gear life.xls	Gear life spreadsheet; converts a duty cycle into a gear life	Powertrain
Duty Cycle Resampler.xls	Resamples a duty cycle into different sized torque bins	Powertrain
Halfshaft Expert Tool (HES)	Sizing and life calculations for CV joints	Powertrain

WHEREFORE, the parties have signed this Amendment to the Intellectual Property Contribution Agreement.

VISTEON CORPORATION

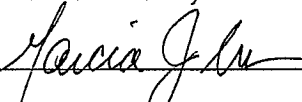
VISTEON GLOBAL TECHNOLOGIES, INC.

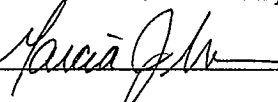
By: 
Name: William G. Quigley III
Senior Vice President and
Title: Chief Financial Officer
Date: April 27, 2007

By: 
Name: William G. Quigley III
Title: Vice President
Date: April 27, 2007

AUTOMOTIVE COMPONENTS HOLDINGS, LLC

AUTOMOTIVE COMPONENTS HOLDINGS, INC.

By: 
Name: Marcia J. Nunn
Title: Secretary
Date: April 27, 2007

By: 
Name: Marcia J. Nunn
Title: Secretary
Date: April 27, 2007

THIRD AMENDMENT TO INTELLECTUAL
PROPERTY CONTRIBUTION AGREEMENT

This AMENDMENT effective October 1, 2005, is among Visteon Corporation, a Delaware corporation ("**Visteon**"), Visteon Global Technologies, Inc., a Michigan Corporation ("**VGTI**"), Automotive Components Holdings, Inc. (formerly VFH Holdings, Inc.), a Delaware corporation, and Automotive Components Holdings, LLC (formerly VFH Holdings LLC), a Delaware limited liability company (the "**Company**").

WITNESSETH:

WHEREAS, Ford Motor Company, a Delaware corporation ("**Ford**") and Visteon are parties to a Master Agreement (the "**Master Agreement**") dated as of September 12, 2005, as a result of which the parties hereto entered into an Intellectual Property Contribution Agreement (the "**IP Contribution Agreement**") dated October 1, 2005, wherein Visteon and VGTI contributed to the Company certain intellectual property assets related to the Business as defined therein; and

WHEREAS, Visteon, VGTI, and the Company have agreed to certain modifications and corrections to the Attachments to 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:

1. The following items are added to Appendix 6, Attachment 6A (FDM Shared Products & Technologies - North American Patents):

Docket Number	Patent Number	Publication/ Application No.	Title	Country	Product
V204-0248	7185682		Fuel Flange Assembly for a Vehicle Fuel System	US	FDM
V204-0305	7124748		Fuel Delivery Assembly for Dual Lobe Fuel Tank	US	FDM

2. The following items are added to Appendix 6, Attachment 6B (FDM Shared Products & Technologies – Non-North American Patents):

Docket Number	Patent Number	Publication/ Application No.	Title	Country	Product
V204-0248		102005061606.2	Fuel Flange Assembly for a Vehicle Fuel System	DE	FDM
V204-0248		2006-177360	Fuel Flange Assembly for a Vehicle Fuel System	JP	FDM
V204-0305		102005060726.8	Fuel Delivery Assembly for Dual Lobe Fuel Tank	DE	FDM

3. The following item is added to Appendix 3, Attachment 3A (Core Shared Products & Technologies – Patents):

Docket Number	Patent Number	Publication/ Application No.	Title	Country	Product
81157508		11/832250	Automotive Vehicle Instrument Panel System	US	Climate

4. The following item is added to Attachment 11A (Non-Core Shared Products & Technologies – Engineering Design Tools):

Application Name	Description	PLT
ARF	Analysis Request Form - a companion program to ATS	All PLTs

5. The following item is added to Appendix 2, Attachment 2A (Non-Core Shared Products & Technologies - Patents):

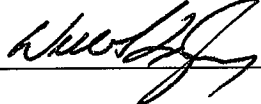
Docket Number	Patent Number	Publication/ Application No.	Title	Country	Product
V204-0377	7165932		Fuel Pump Having Dual Single Sided Impeller	US	Fuel Pumps

WHEREFORE, the parties have signed this Third Amendment to the Intellectual Property Contribution Agreement.

VISTEON CORPORATION

VISTEON GLOBAL TECHNOLOGIES, INC.

By: 

By: 

Name: William G. Quigley III
Senior Vice President and
Title: Chief Financial Officer


Name: William G. Quigley III
Title: Vice President

Date: _____

Date: _____

AUTOMOTIVE COMPONENTS HOLDINGS, LLC

AUTOMOTIVE COMPONENTS HOLDINGS, INC.

By: 

By: 

Name: Marcia J. Nunn

Name: Marcia J. Nunn

Title: Secretary

Title: Secretary

Date: 1-4-08

Date: 1-4-08

FOURTH AMENDMENT TO INTELLECTUAL
PROPERTY CONTRIBUTION AGREEMENT

This AMENDMENT effective October 1, 2005, is among Visteon Corporation, a Delaware corporation ("**Visteon**"), Visteon Global Technologies, Inc., a Michigan Corporation ("**VGTI**"), Automotive Components Holdings, Inc. (formerly VFH Holdings, Inc.), a Delaware corporation, and Automotive Components Holdings, LLC (formerly VFH Holdings LLC), a Delaware limited liability company (the "**Company**").

WITNESSETH:

WHEREAS, Ford Motor Company, a Delaware corporation ("**Ford**") and Visteon are parties to a Master Agreement (the "**Master Agreement**") dated as of September 12, 2005, as a result of which the parties hereto entered into an Intellectual Property Contribution Agreement (the "**IP Contribution Agreement**") dated October 1, 2005, wherein Visteon and VGTI contributed to the Company certain intellectual property assets related to the Business as defined therein; and

WHEREAS, Visteon, VGTI, and the Company have agreed to certain modifications and corrections to the IP Contribution Agreement and its Attachments.

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:

1. The following items are added to Appendix 3, Attachment 3A (Core Shared Products & Technologies – Patents):

Docket Number	Patent Number	Publication/ Application No.	Title	Country	Product
91-0510-II	5186239		Heat Exchanger With Thermal Stress Relieving Zone	US	Radiators
91-0510-II	5257454		Method of Making A Heat Exchanger With Thermal Stress Relieving Zone	US	Radiators

2. Section 5.04 of the IP Contribution Agreement is amended to read as follows:

5.04 Notwithstanding any other provisions of this Article 5, during the period until the restrictions on disclosure expire under Section 5.01, disclosure of Confidential Information by a licensed party under this Agreement to a third party will

be permitted 1) to carry out the license grants herein, and 2) to enable the third party to assume manufacturing of a product being produced by the Company pursuant to the license grants herein for the purpose of implementing a resourcing action of the product and any follow-on products to the third party; provided in either case that such third party agrees to adhere to confidentiality provisions at least as restrictive as those adhered to by the receiving party under this Agreement and to use such Confidential Information only to provide such products or follow-on products to, or purchase products from, the receiving party or its customer. The permitted disclosures under this Section 5.04 shall not affect any restrictions set forth in this Agreement related to disclosure, access, or use of Engineering Design Tools, including, but not limited to, the Climate-related Engineering Design Tools (as defined below in Section 3 of this Amendment).

3. The Parties acknowledge that despite their not being listed under any previous appendix relating to Engineering Design Tools, Visteon has provided the Company with access to the executable version of the climate-related Engineering Design Tools, as identified on Attachment 1, hereto (the "Climate-related Engineering Design Tools"). Visteon and VGTI hereby confirm that during any extended term(s) of the Master Services Agreement, the Company may continue to access and use the executable version of the Climate-related Engineering Design Tools (the "Climate Tools") in the same manner as the Company has been permitted by Visteon to access and use the Climate Tools since October 1, 2005. Further, upon the expiration or termination of the Master Services Agreement and at the request of ACH, Visteon shall negotiate in good faith to provide ACH, on commercially reasonable terms, with continued access to and use of the executable version of the Climate Tools together with such services as are necessary for the continuation of such access and use. If, during the term or any extended term of the Master Services Agreement, ACH should terminate a Service that is required for the continued access to and use of the executable version of the Climate Tools, then Visteon shall negotiate in good faith to provide ACH, on commercially reasonable terms, with such services as are necessary for the continuation of such access and use.

Signatures on following page

WHEREFORE, the parties have signed this Fourth Amendment to the Intellectual Property Contribution Agreement.

VISTEON CORPORATION

VISTEON GLOBAL TECHNOLOGIES, INC.

By: Heidi A Sepanik
Name: Heidi A. Sepanik
Title: Secretary
Date: _____

By: Heidi A Sepanik
Name: Heidi A. Sepanik
Title: Secretary
Date: _____

**AUTOMOTIVE COMPONENTS
HOLDINGS, LLC**

**AUTOMOTIVE COMPONENTS
HOLDINGS, INC.**

By: W.C. Connelly
Name: W.C. CONNELLY
Title: CHIEF EXECUTIVE OFFICER
Date: 2/14/08

By: W.C. Connelly
Name: W.C. CONNELLY
Title: PRESIDENT
Date: 2/14/08

ATTACHMENT 1

Application Name	Description	PLT
ATS	Assignment Tracking System	Climate
Button Wobble	Excel	Climate
HXC - Heater Module	Heat Exchanger Component Simulation (lumped tool)	Climate
HXC - Radiator Module		Climate
Radiator Air Flow - spreadsheet (RAFS)	Heat Exchanger simulation – no moist air Evaporator core capability	Climate
LHX	Heat Exchanger component level simulation - uses Theoretical Data	Climate
SBD - HX	Heat Exchanger Simulation - Ties HXC & LHX to CAD geometry	Climate
HXC - Evaporator Module		Climate
SBD - AH	Air Handling Subsystem Simulation	Climate
SIMACSIM	Transient Refrigerant Loop Simulation Used for Compressor, Condenser and Evaporator Loop	Climate