EXECUTION VERSION

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

VISTEON CORPORATION,

GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC,

GCM-VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC,

MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC,

VC REGIONAL ASSEMBLY & MANUFACTURING, LLC,

HARU HOLDINGS, LLC

AND

NISSAN NORTH AMERICA, INC.

October 23, 2009[1]

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[1] This Document is a Restatement of the Asset Purchase Agreement giving effect to the changes reflected by that draft Amendment No. 1 to Asset Purchase Agreement, substantially agreed to by the parties to this Asset Purchase Agreement as of November 11, 2009.

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ASSET PURCHASE AGREEMENT

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

RECITALS:

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

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

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

AGREEMENT:

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

1. Purchase of Assets.

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

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

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

(b) all Inventory;

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

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

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

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

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

(h) all accounts and notes receivable due and payable to Seller or Seller's Affiliates as of the Closing Date from Buyer or Buyer's Affiliates other than CalsonicKansei North America, Inc. (the "Nissan Receivables"); and

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

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

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

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

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

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

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

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

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

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

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

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

(e) Tax liabilities or obligations of Seller in respect of periods prior to the Closing or resulting from the consummation of the transactions contemplated herein (other

than that portion of the Transfer Taxes that is the responsibility of Buyer under Section 10.7(iii));

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

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

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

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

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

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

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

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

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

(o) any liability of Seller to guarantors or third-parties arising out of or in connection with the assumption of any indebtedness of Seller by Buyer hereunder (and in no

event shall Buyer owe indemnity or the obligations of the principal to guarantors or sureties, any such liabilities remaining with the Seller); and/or

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

1.5 Purchase Price.

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

(1) the Surcharge Amount; plus

(2) $11,022,550; plus

(3) the Off-Site Tooling Amount; plus

(4) the Inventory Amount; plus

(5) the Wind Down Cost Amount; plus

(6) the Nissan Receivables Amount; minus

(7) the Nissan Payables Amount.

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

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

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

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

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

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

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

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

(g) Seller shall have a period of 30 days (the "Objection Period") after Buyer's delivery of the Final Calculation in which to provide written notice to Buyer of its disagreement with the Final Calculation, which notice shall set forth any such disagreement in reasonable detail, the specific components of the Final Calculation to which such disagreement relates and the specific basis for such disagreement (the "Objection Notice"). During the Objection Period, Buyer shall cause to be afforded to Seller and its accountants and advisors (subject to reasonable confidentiality restrictions) reasonable access to Buyer's work papers and other related supporting documentation used by Buyer in the preparation of the Final Calculation. The Final Calculation shall be deemed to be accepted by Seller, and shall become final and binding on the parties, on the later of the expiration of the Objection Period or the date on which all objections have been resolved by the parties. If Seller gives any such Objection Notice within the Objection Period, then Buyer and Seller shall attempt in good faith to resolve any dispute concerning the item(s) subject to such Objection Notice. If Buyer and Seller do not

resolve any dispute arising in connection with the Final Calculation, such dispute shall be resolved in accordance with the procedures set forth in Section 1.5(h).

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

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

1.6 ***Prorations.*** Except as otherwise provided herein or as settled at the Closing or as otherwise addressed in the computation of the Purchase Price, within thirty (30) days after the Closing Date Seller and Buyer shall prorate as of the Closing Date any amounts which (i) were paid prior to the Closing Date and relate, in whole or in part, to periods ending after the Closing Date or (ii) become due and payable after the Closing Date and relate, in whole or in part, to periods ending prior to the Closing Date, in each case only with respect to (A) ad valorem taxes, if any, on the Assets, (B) utilities at the Leased Real Property included in the Assets and (C) the Canton Lease, the LaVergne Lease, and, if Seller assigns the Tuscaloosa Lease to Buyer in accordance with Section 5.10, the Tuscaloosa Lease. Any such amounts which are not available within thirty (30) days after the Closing Date shall be similarly prorated as soon as practicable thereafter. Such proration shall be effectuated by Seller paying to Buyer the pro-rata portion of any payments described in clause (ii) above that relates to periods ending prior to the Closing and by Buyer paying to Seller the pro-rata portion of payments described in clause (i) above that relates to periods ending after to the Closing.

2. Closing.

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

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

(a) if the LaVergne Lease has not been previously rejected as contemplated by Section 5.11, a Real Property License Agreement, in the form of attached Exhibit A-1 (the "Real Property License Agreement"), fully executed by Seller, pursuant to which Seller or its applicable Affiliate will license to Buyer certain real property located in LaVergne, Tennessee;

(b) if Buyer has delivered the Tuscaloosa Assumption Notice to Seller as contemplated by Section 5.9, the Real Property Assignment Agreement, in the form of attached Exhibit A-2 (the "Real Property Assignment Agreement"), fully executed by Seller, pursuant to which Seller will assign to Buyer the Tuscaloosa Lease;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) an affidavit from each Seller, other than Visteon, setting forth the amount of (i) sales and use Taxes and (ii) payroll Taxes owed by such party as of the Closing Date, provided, however, that the affidavit from MIG shall be qualified by MIG's knowledge; and

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

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

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

(b) the Closing Surcharge Payment Amount;

(c) if the LaVergne Lease has not been previously rejected as contemplated by Section 5.11, the Real Property License Agreement, fully executed by Buyer;

(d) if Buyer delivered the Tuscaloosa Assumption Notice as contemplated by Section 5.10, the Real Property Assignment Agreement, fully executed by Buyer;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Material Adverse Effect;

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

(d) material increases in the compensation payable by Seller to any of its employees or independent contractors working primarily in the Business or any material increase in, or institution of, any bonus, insurance, pension, profit-sharing or other employee benefit plan, remuneration or arrangements made to, for or with such employees other than in

the ordinary course of business or consistent with past practice or as required pursuant to any order in connection with the Bankruptcy Case.

3.5 ***Regulatory Compliance.*** Except as set forth on Schedule 3.5, Seller's operation of the Assets is, and all times during the last six (6) years has been, in compliance with all Laws in all material respects. Seller has timely filed all reports, data and other information required to be filed with any Governmental Authority relating to the Assets. Except as set forth on Schedule 3.5, Seller has received no written notice or to Seller's knowledge, other communication from any Governmental Authority regarding any actual or alleged, violation of, or failure to comply with, any such Law relating to the Assets. Except as set forth on Schedule 3.5, no event has occurred or circumstance exists that (with or without notice or lapse of time) constitutes a violation by Seller of, or a failure on the part of Seller to comply in any material respect with, any Law in connection with Seller's operation of the Assets. Except as set forth on Schedule 3.5, Seller, in all material respects, holds all required Licenses and Governmental Approvals for its operation and ownership of the Business.

3.6 ***Intentionally Omitted.***

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

3.8 ***Employee Benefit Plans.***

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

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

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

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

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

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

3.12 ***Employee Relations.*** Schedule 3.12 contains a true, correct and complete list of all of the employees of Seller whose employment is related primarily to the Business and such employee's current salary or wage rate, bonus and other compensation paid or payable in 2009, benefit arrangements, period of service, department, job title and primary location. Schedule 3.12 also indicates whether such employees are part-time, full-time or on a leave of absence and the type of leave. Except as described on Schedule 3.12, each of such employees is terminable at will, and there are no employment agreements requiring payment of base annual compensation in excess of $120,000, independent contractor agreements, severance agreements or change of control agreements between any of such employees and Seller or any Affiliates thereof. Except as described on Schedule 3.12, all of the employees of Seller primarily work at one of the facilities that comprise the Business. To the knowledge of Seller, none of the officers, managers or key employees of Seller in the Business intend or have indicated their intention to terminate such Person's employment. To the knowledge of Seller, there is no threatened employee strike, work stoppage, or other material labor dispute pertaining to the Business, and none has occurred within the last five (5) years. To the knowledge of Seller, no union representation question exists respecting any employees of Seller. No collective bargaining agreement exists or is currently being negotiated by Seller, no written demand has been received for recognition by a labor organization by or with respect to any employees of Seller, no union organizing activities by or with respect to any employees of Seller are, to the knowledge of Seller, taking place, and none of the employees of Seller is represented by any labor union or organization. There is no unfair labor practice claim against Seller before the National Labor Relations Board that has been served on Seller. Seller is not engaged in any unfair labor practices.

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

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

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

3.14 ***Insurance.*** Seller has delivered to Buyer an accurate schedule (Schedule 3.14) disclosing the insurance policies covering the ownership and operations of the Business and the

Assets, which Schedule reflects the policies' numbers, terms, identity of insurers, amounts and coverage. All of such policies are in full force and effect with no premium arrearage. Seller has given in a timely manner to its insurers all notices required to be given under such insurance policies with respect to all of the claims and actions arising out of the Assets or the Business covered by such insurance, and no insurer has denied coverage of any such claims or actions. Seller has not (a) received any notice or other communication from any such insurance company canceling or materially amending any of such insurance policies to the extent covering the Assets or the Business, and to the knowledge of Seller, no such cancellation or amendment is threatened, or (b) failed to give any required notice or present any claim which is still outstanding under any of such policies with respect to the Business or any of the Assets.

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

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

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

3.18 ***Intellectual Property.*** To Seller's knowledge, Schedule 3.18(a) lists and describes in reasonable detail all Intellectual Property that is (1) owned by Seller or an Affiliate of Seller, (2) used exclusively and solely in the Business, and (3) material to the conduct of the Business. To Seller's knowledge, Seller owns, co-owns or has the right to use, free and clear of any royalty or other payment obligations (except as indicated on Schedule 3.18(c)), claims of infringement or Encumbrances (other than Permitted Encumbrances and those Encumbrances set forth on Schedule 3.18(c)), all patents, patent rights, trade secrets, and copyrights used in the conduct of the Business (except for computer software, programs and similar systems owned by or licensed to Seller and used in the conduct of the Business). To Seller's knowledge, Seller is not in conflict with or in violation or infringement of, nor has Seller received any written notice of any claim or assertion thereof by any third party with respect to, any Intellectual Property used in the conduct of the Business the loss of which would adversely and materially affect the

Business. To Seller's knowledge, no other Person is in conflict with or in violation or infringement of any such items of Intellectual Property.

3.19 Leased Real Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Covenants of Seller.

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

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

(a) use its commercially reasonable efforts to carry on the Business in substantially the same manner as presently conducted and to not make any material change in personnel, operations, finance, accounting policies or real or personal property pertaining to the Business;

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

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

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

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

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

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

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

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

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

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

the date hereof, (b) provide such information and communications to such Governmental Authorities as they may reasonably request in connection with the foregoing, (c) reasonably cooperate with Buyer in obtaining, as soon as practicable, any Licenses or Governmental Approvals required of Buyer to consummate the transactions contemplated hereby and (d) use its commercially reasonable efforts to take or cause to be taken the actions and or cause to be done the things necessary, proper and advisable to fulfill or obtain the fulfillment of the conditions set forth in Articles 7 and 8 that are under the control or influence of Seller.

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

*5.6 **Bankruptcy Case.***

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

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

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

*5.8 **Seller Employees.***

(a) **[INFORMATION REDACTED] .**

(b) **[INFORMATION REDACTED]**

(c) **[INFORMATION REDACTED]**

5.9 **[INFORMATION REDACTED].**

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

5.11 **[INFORMATION REDACTED]**

6. Covenants of Buyer.

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

6.2 **[INFORMATION REDACTED]**

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

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

7.2 ***Representations/Warranties; Compliance with Agreement.*** The representations and warranties of Seller contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though such representations and warranties had

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

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

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

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

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

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

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

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

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

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

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

complied with or performed by Buyer on or before the Closing Date pursuant to the terms hereof shall have been duly complied with or performed in all material respects.

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

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

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

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

9. Additional Agreements

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

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

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

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

(c) by Buyer, upon a breach of any covenant or agreement by Seller set forth in this Agreement, or if any representation or warranty of Seller shall have been breached or shall have been or become untrue, in each such case that, as a result of such breach or inaccuracy, individually or in the aggregate with all other breaches or inaccuracies of any covenant, agreement, representation and warranty of Seller hereunder, the conditions set forth in Article 7 would be incapable of being satisfied by January 1, 2010 (or any later date as such date may be otherwise extended by Buyer) and, to the extent curable, Seller does not cure such breach within ten (10) days following notification thereof by Buyer;

(d) by Seller, upon a breach of any covenant or agreement on the part of Buyer set forth in this Agreement, or if any representation or warranty of Buyer shall have been breached or shall have been or become untrue in each such case such that, as a result of such breach or inaccuracy, individually or in the aggregate with all other breaches or inaccuracies of any covenant, agreement, representation and warranty of Buyer hereunder, the conditions set forth in Article 8 would be incapable of being satisfied by January 1, 2010 (or any later date as such date may be otherwise extended by Seller) and, other than with respect to a breach of Buyer's obligations under Sections 1.5(d), 2.3(a) or 2.3(b) (for which no such cure period shall apply), to the extent curable, Buyer does not cure such breach within ten (10) days following notification thereof by Seller; or

(e) by either Buyer or Seller, if the Closing shall not have occurred by January 1, 2010 (or any later date as such date may be otherwise extended by Buyer and Seller as mutually agreed); provided, however, the right to terminate this Agreement under Section 9.2(c), (d) or (e) shall not be available to any party whose breach of its representations and warranties in this Agreement or whose failure to perform any of its covenants and agreements under this Agreement shall have substantially contributed to, or resulted in, the failure of Closing to occur.

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

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

9.5 ***Tax Effect.*** None of the parties (nor such parties' counsel or accountants) has made or is making any representations to any other party (nor such party's counsel or accountants) concerning any of the Tax effects of the transactions provided for in this Agreement

as each party hereto represents that each has obtained, or may obtain, independent Tax advice with respect thereto and upon which it, if so obtained, has solely relied.

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

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

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

9.9 ***Patents.*** The parties acknowledge and agree that Visteon Global Technologies, Inc. owns certain patents (U.S. Patent Nos. 7,290,788; 6,623,029 and 6,457,739) that are necessary for Buyer's use of the Assets and continued operation of the Business. Accordingly, Visteon agrees to cause Visteon Global Technologies, Inc. and/or its applicable Affiliate to enter into the License Agreement contemplated by Section 2.2(f), pursuant to which Visteon Global Technologies, Inc. and/or its applicable Affiliate will license the aforementioned patents to Buyer in accordance with the terms of the License Agreement.

9.10 ***Intentionally Omitted.***

9.11 ***No Further Funding.*** Buyer and Seller acknowledge and agree that the Purchase Price fully and adequately compensates Seller and its Affiliates in connection with the transactions contemplated hereby. Except as otherwise expressly provided herein, Seller agrees that it will not seek additional funding or financing from Buyer or its Affiliates in connection with the transactions contemplated hereby or by the Accommodation Agreement, other than for such financial obligations of Buyer and its Affiliates that may arise after Closing in the ordinary

course of dealing between Buyer and its Affiliates, on the one hand, and Seller and its Affiliates, on the other hand.

9.12 ***Held Contracts.*** Buyer shall have the right, by written notice to Seller prior to the Closing, to specify any contracts, commitments, leases (except the LaVergne Lease or the Tuscaloosa Lease) and/or agreements of Seller or its Affiliates used primarily in the Business, other than the Scheduled Contracts, that Buyer may desire to assume in accordance with this Section 9.12 (any such specified contract, commitment, lease and/or agreement, a "Held Contract"). Neither the LaVergne Lease nor the Tuscaloosa Lease shall be a Held Contract. Seller shall not reject or seek to reject any Held Contract after receipt of such written notice until after the date that is the earlier of (a) 75 days following the Closing Date or (b) the contract assumption and rejection date fixed by the Bankruptcy Court (such date, the "Held Contract Expiration Date"), unless otherwise agreed in writing by Buyer. Buyer may request prior to the Held Contract Expiration Date, by written notice to Seller (a "Held Contract Assumption Notice"), that any Held Contract be assumed by Seller and assigned to Buyer; provided that Buyer may not deliver a Held Contract Assumption Notice for any Contract with respect to which Buyer has paid a Settlement Amount and for which Buyer has received any reimbursement of such payment from the Escrow Account. As soon as practicable after receiving any Held Contract Assumption Notice, Seller shall use commercially reasonable efforts to assume and assign to Buyer, pursuant to 365 of the Bankruptcy Code, all Held Contracts set forth in such Assumption Notice; provided, however, that Seller shall have no obligation under this Agreement to pay or reimburse Buyer for any Cure Amounts with respect to any such Held Contract (other than any obligation Seller may have to execute a Joint Instruction in connection therewith under Section 9.13(b)). With respect to any Held Contract, Buyer shall pay on behalf of Seller to the other parties to such Held Contract, in accordance with the terms of such applicable Held Contract, any amounts due and payable by Seller or any Affiliate of Seller party to such Held Contract directly related to the continuation of such Held Contract during the period from the Closing Date through the earlier of (x) the Held Contract Expiration Date and (y) the date which is three (3) Business Days following Seller's receipt of (i) a written, irrevocable notice from Buyer authorizing the rejection of such Held Contract or (ii) a Held Contract Assumption Notice, except for such expenses resulting from the negligence, willful misconduct or bad faith of Seller or Seller's Affiliate that is party to such Held Contract. Seller will consult with Nissan should any situations arise with suppliers providing parts or services under a Held Contract in which such supplier withholds or threatens to withhold the supply of certain parts or services unless certain payments are made to or for the benefit of such supplier, which payments are not otherwise scheduled to become due and payable after the Closing Date under the terms of such Held Contract or otherwise by Law ("Hostage Payment"). Buyer shall hold Seller harmless for any Hostage Payments; provided that Seller shall not pay any Hostage Payment without the prior written consent of Buyer. In the event that Buyer consents to making a Hostage Payment, Buyer shall have the right to either make such payment on behalf of Seller or request Seller make such payment and immediately thereafter reimburse Seller for the full amount of such Hostage Payment. Notwithstanding anything in this Agreement to the contrary, on the date any Held Contract is assumed and assigned to Buyer pursuant to this Section 9.12, such Held Contract shall thereafter be deemed a Purchased Asset for all purposes under this Agreement.

9.13 Cure Payments .

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

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

9.14 New MPA; Existing MPA.

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

(b) At or prior to the Closing, Visteon shall assume (i) the Master Purchase Agreement between Nissan and Visteon, as executed by Roseann Stevens on October 10, 2001

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

*9.15 **Indemnification by Seller.*** Subject to and to the extent provided in this Section 9.15, Seller shall indemnify and hold harmless Buyer and its officers, directors, members, employees, agents and Affiliates (each a "Buyer Indemnified Party") from and against any and all damages, claims, losses, costs (including court costs and costs of appeal and including costs with respect to enforcement of an indemnity claim), liabilities, expenses or obligations (including reasonable attorneys' fees and associated expenses) (collectively, "Losses") actually incurred or suffered by any Buyer Indemnified Party as a result of or arising from any breach of the representations and warranties of Seller contained in Sections 3.7 (Title), 3.8 (Employee Benefit Plans), 3.10 (Environmental Matters), 3.12 (Employee Relations) and the first sentence of Section 3.15 (Sufficiency and Condition of the Assets) (the "Fundamental Representations and Warranties").

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

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

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

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

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

9.17 ***Off-Site Tooling.*** Buyer and Seller acknowledge and agree that all Off-Site Tooling (other than the Off-Site Tooling described in Schedule 1.2) is to be included in the Purchased Assets regardless of whether or not timely identified and/or located by Seller. For purposes of calculating the Purchase Price and Estimated Purchase Price, all Off-Site Tooling shall be valued at "orderly liquidation value in place." The Off-Site Tooling Amount used by Seller in its calculation of the Estimated Purchase Price pursuant to Section 1.5(c) solely shall be based upon Seller's estimated value of the Off-Site Tooling identified in Schedule 1.1(d) as of the Closing Date. Seller may update Schedule 1.1(d) between the date of this Agreement and the date that is sixty (60) days after the date hereof in order to add any additional tooling, dies or other off-site assets identified by Seller that meets the definition of "Off-Site Tooling" For the avoidance of doubt, Seller shall not be entitled to include any items on Schedule 1.1(d) that are not Off-Site Tooling, and Buyer shall be entitled to require that any such items added to Schedule 1.1(d) that are not Off-Site Tooling be removed from Schedule 1.1(d), and any such items so removed shall be added to Schedule 1.2 as Excluded Assets and will not pass to Buyer. Buyer and Seller acknowledge and agree that the tooling, dies and any other off-site assets identified on Schedule 1.1(d) as of the date hereof meet the definition of "Off-Site Tooling." All other tooling, dies or other off-site assets identified by Seller during such 60-day period that do not meet the definition of "Off-Site Tooling" (collectively, the "Excluded Tooling") shall be added to Schedule 1.2 as Excluded Assets and will not pass to the Buyer. At the conclusion of such 60-day period, the parties agree that Schedule 1.1(d) and Schedule 1.2 shall be considered final. All timely updates to Schedule 1.1(d) shall include (i) a description, (ii) the location and (iii) Seller's estimated value of each item of Off-Site Tooling (it being understood that Seller shall add the estimated orderly liquidation in place value of each item of Off-Site Tooling to Schedule 1.1(d) prior to Closing). Buyer and Seller shall engage GoIndustry DoveBid to appraise any items of Off-Site Tooling set forth on Schedule 1.1(d) selected by Buyer in its reasonable discretion prior to Buyer's delivery of its Final Calculation pursuant to Section 1.5(e) (it being understood that Seller's estimate of the "orderly liquidation value in place" as set forth on Schedule 1.1(d) shall be deemed conclusive for any item not so selected for appraisal within such above-described 60-day period by Buyer for purposes of calculating the Off-Site Tooling Amount). Buyer and Seller agree that the final calculation of the Off-Site Tooling Amount shall include the value of all Off-Site Tooling identified in final Schedule 1.1(d), with the values thereof adjusted, as applicable, pursuant to the GoIndustry DoveBid appraisals. Buyer and Seller equally shall share the fees charged by GoIndustry DoveBid for the Off-Site Tooling appraisals. For the avoidance of doubt, all Off-Site Tooling not identified in the final Schedule 1.1(d) (other than the Off-Site Tooling and Excluded Tooling described in Schedule 1.2) shall pass to Buyer at no additional charge to Buyer.

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

9.19 Warranty Liability and Product Liability.

(a) **Visteon Subcomponent Parts.** For all periods before and after the Closing, Seller and/or its applicable Affiliates shall retain all liability with respect to such party's warranty liability and product liability obligations relating to Visteon Subcomponent Parts.

(b) **Non-Visteon Subcomponent Parts.** At the Closing, Buyer and/or its applicable Affiliates shall assume the obligations of Seller or Seller's applicable Affiliates to Buyer or its applicable Affiliates with respect to Non-Visteon Subcomponent Parts. Notwithstanding the foregoing, Seller or its applicable Affiliate will continue to manage pass-through warranty with respect to Non-Visteon Subcomponent Parts in the ordinary course of business consistent with past practice until the Closing. The Seller shall assign to Buyer all of its rights against suppliers of Non-Visteon Sub-Component Parts with respect to claims for Non-Visteon Subcomponent Parts that are not processed by Seller prior to the Closing Date.

(c) **Finished Component Parts.** Seller or Seller's applicable Affiliates shall retain all design, assembly and manufacture warranty liability and product liability with respect to fully processed claims **(i.e., claims which Nissan (i) has submitted to Seller or Seller's applicable Affiliate prior to Closing and (ii) has been reimbursed by the applicable sub-tier suppliers in those circumstances where the sub-tier supplier is responsible)** prior to Closing that relate to Finished Component Parts completed during the time period beginning on the Petition Date and ending on the Closing Date. Buyer acknowledges and agrees that Seller or Seller's applicable Affiliates shall have no design, assembly and manufacture warranty liability and product liability with respect to claims that are not fully processed as of the Closing Date that relate to Finished Component Parts completed prior to the Petition Date or after the Closing Date.

(d) **Warranty Debits.** Buyer and Buyer's applicable Affiliates may debit Seller and Seller's applicable Affiliates for validated warranty claims submitted by dealers prior to the Closing Date in the ordinary course of business consistent with past practice.

(e) **Acceleration of Warranty Claims.** Buyer and Buyer's applicable Affiliates shall not take any action to accelerate or to encourage customers of Buyer or its Affiliates to submit any warranty claims against Seller or Seller's applicable Affiliates outside of the ordinary course of business or inconsistent with past practice prior to the Closing Date.

9.20 Third Party Intellectual Property.

(a) To the extent permitted under the terms of the relevant license agreements under which Seller or its Affiliates is the licensee of a third-party's Intellectual Property, Seller or its applicable Affiliate shall convey (on a royalty-free or royalty-pass-through basis, as applicable), rights of Seller or Seller's applicable Affiliates to such third-party Intellectual Property (other than commercially available off-the-shelf software) used in the production and sale of Finished Component Parts as an assignment if such use is sole and exclusive, or as a sublicense if such use is not sole and exclusive, for the production and sale of Finished Component Parts.

(b) To the extent assignment or sub-licensing of third party Intellectual Property used in the production and sale of Finished Component Parts is not permitted under the terms of the relevant license agreements under which Seller or its Affiliates is the licensee of such third-party Intellectual Property, Seller and/or its applicable Affiliates shall use commercially reasonable efforts, which efforts shall not include an obligation (i) to incur any liability, (ii) to pay any cost, or (iii) to undertake any other obligation, in each case in order to secure for Buyer the right for Buyer to use such third party Intellectual Property (other than commercially available off-the-shelf software) on terms that are substantially equivalent to those currently applicable to Seller and its applicable Affiliates.

9.21 Guarantee.

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

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

9.22 Service and Accessory Parts. Seller and Buyer acknowledge and agree that on October 21, 2009, Buyer and Nissan placed a buffer order for service and accessory parts currently held at Seller's Groveport, Ohio warehouse (the "October 21 Order"). Seller hereby covenants and agrees to fulfill that portion of the October 21 Order that relates to existing replacement and component parts currently located at Sellers' warehouse in Groveport, Ohio by no later than the Closing Date. Seller shall use its commercially reasonable efforts to fulfill the remaining portion of the October 21 Order by no later than the Closing Date. With respect to any unfilled portion of the October 21 Order that Seller orders from a counterparty to a Held Contract that remains unfilled as of the Closing Date, Seller will continue to use commercially reasonable efforts to process such portion of the order and ship to Buyer, per the terms of the October 21 Order (which shall become a Held Contract upon the Closing) for a period of 75 days from the Closing Date. Seller and Buyer further acknowledge and agree that the October 21 Order shall, except to the extent otherwise provided herein, be subject to the current terms, including pricing, packaging and unitization as set forth in the Existing MPA and as set forth in the current purchase order terms. With respect to any remaining services and accessory parts inventory held at Seller's Groveport, Ohio warehouse not included in the October 21 Order, Seller and Buyer agree to negotiate in good faith through November 30, 2010 regarding Buyer's purchase of all or a portion of such remaining inventory, and any portion of such remaining inventory that is not acquired by Buyer may be destroyed by Seller.

10. Miscellaneous.

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

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

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

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

10.5 Benefit/Assignment. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without prior written consent of the other parties, except that Buyer may assign its rights and interests under this Agreement, in whole or in part, without obtaining the consent or approval of Seller to (i) any Affiliate of Buyer

or (ii) following the Closing, to any successor-in-interest to any Person acquiring all or any portion of the Business or the Assets from Buyer; provided no such assignment shall release Buyer or Nissan from its obligations hereunder.

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

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

10.8 ***Confidentiality.*** Subject to any disclosures required in connection with the Bankruptcy Case or applicable Law, it is understood by the parties hereto that the information, documents, and instruments delivered to Buyer or its agents or representatives by Seller and/or its respective agents, and the information, documents, and instruments delivered to Seller by Buyer and its agents, are of a confidential and proprietary nature. Any such information, documents and instruments delivered to Buyer or its agents or representatives by Seller and/or its respective agents, or otherwise obtained by Buyer or its Agents (whether pursuant to Section 5.1 hereof or otherwise) shall be subject to the terms of that certain Non-Disclosure Agreement, dated as of March 18, 2009, by and between Visteon Corporation and Nissan North American, Inc. and that certain Non-Disclosure Agreement, effective as of August 11, 2009, by and between Visteon Corporation and CalsonicKansei North America, Inc. (collectively, the "Non-Disclosure Agreements"). Additionally, each of the parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents, or instruments delivered to it by each of the other parties hereto or their agents in connection with the negotiation of this Agreement or in compliance with the terms, conditions, and covenants hereof and will only disclose (subject, in the case of Buyer or its agents, to the Non-Disclosure Agreements) such information, documents, and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys, and accountants of each party) that require such information in connection herewith and agree to be bound by the confidentiality requirements contained herein, and applicable Governmental Authorities in connection with any required notification or application for approval or exemption therefrom. Each of the parties hereto further agrees that if the transactions contemplated hereby are not consummated, it will return all such documents and instruments and all copies thereof in its possession to the other parties to this Agreement. Each of the parties hereto recognizes that any breach of this Section 10.8 would result in irreparable harm

to the other party to this Agreement and its Affiliates and that therefore any party hereto shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of posting a bond, cash, or otherwise, in addition to all of its other legal and equitable remedies. Nothing in this Section 10.8 however, shall prohibit the use of such confidential information, documents, or information for such governmental filings as required by Law; provided that any such use of confidential information by Buyer or its Affiliates shall be subject to the terms of the Non-Disclosure Agreements.

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

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

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

Seller:	c/o Visteon Corporation One Village Center Drive Van Buren Township, Michigan 48111 U.S. Attention: Michael Sharnas
With a simultaneous copy to:	Kirkland & Ellis LLP 300 North LaSalle Street Chicago, Illinois 60654 Attn: Martin A. DiLoreto, Jr. James J. Mazza, Jr. Fax: (312) 862-2200
Buyer:	Haru Holdings, LLC c/o Nissan North America, Inc. One Nissan Way Franklin, Tennessee 37068 Attention: Andrew Tavi

With a simultaneous copy to: Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Attention: E. Brent Hill, Esq.
Fax: (615) 244-6804

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

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

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

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

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

10.16 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

"Bankruptcy Sale Order" means an order, issued by the Bankruptcy Court authorizing, to the maximum extent permitted by Sections 105, 363(b) and (f), and 365 of the Bankruptcy Code and other applicable legal requirements, the sale, transfer, assumption, assignment, conveyance and delivery of the Purchased Assets, including the Scheduled Contracts and the Held Contracts, as applicable, to Buyer (or its successors or permitted assigns) free and clear of all Encumbrances, which Bankruptcy Sale Order shall be reasonably acceptable to Buyer, it being understood that without limiting the generality of the foregoing, the Bankruptcy Sale Order shall be deemed to be acceptable to Buyer if it is substantially similar to the order in the Sale Motion or if it otherwise (a) approves, pursuant to Sections 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Seller of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Assets to Buyer on the terms set forth herein; and (iii) the performance by Seller of its obligations under this Agreement, including, without limitation, the assumption and assignment of the Scheduled Contracts and the Held Contracts, as applicable, to Buyer; (b) finds and concludes that (i) due and proper notice has been afforded in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of the Bankruptcy Court and the orders of the Bankruptcy Court; (ii) the Purchase Price (as defined in Section 1.5(a)) under this Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code for the Purchased Assets; (iii) Buyer is a good faith purchaser as that term is used in Section 363(m) of the Bankruptcy Code; (iv) Buyer has not engaged in collusive bidding or otherwise violated the provisions of Section 363(n) of the Bankruptcy Code; (v) title to the Purchased Assets shall vest in Buyer free and clear of all Encumbrances of any type or nature (other than Permitted Encumbrances) under the Bankruptcy Code including, but not limited to, claims against Seller for any and all pre-closing liabilities of any type or nature whatsoever, except for the Assumed Liabilities; (vi) Buyer shall not be liable for any claims or debts of Seller, except the Assumed Liabilities or as otherwise specifically provided for in this Agreement; (vii) Buyer is not a successor to Seller and shall not be treated as Seller's successor; and (viii) any and all defaults arising prior to the Closing with respect to any Scheduled Contracts or Held Contracts, as applicable, have been or can be cured (by payment of a Cure Amount) or waived without any material modifications to the Scheduled Contracts unless expressly authorized by Buyer to the full extent required by Section 365(b)(1)(A) and other applicable provisions of the Bankruptcy Code and any order of the Bankruptcy Court; and (c) provides that the stay imposed by Bankruptcy Rules 6004(h) and 6006(d) is waived.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Escrow Amount" means $2,000,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Intellectual Property" means all intellectual property and other similar proprietary rights (but not including any trademarks, trade dress, service marks, certification marks, logos, slogans, trade names, brand names, and all other indicia of origin) in any jurisdiction worldwide, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (a) issued patents and pending patent applications, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights, inventions, invention disclosures, discoveries and improvements, whether or not patentable; (b) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilation information), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; (c) trade secrets (including processes, techniques, business and technical information, know-how, non-public information, and confidential and proprietary information in each case that fits the definition of trade secrets as defined in the Uniform Trade Secrets Act and under corresponding foreign Law) and rights to limit the use or disclosure thereof by any Person; (d) computer software, including data files, source code (to the extent applicable and available) and object code, application programming, user interfaces, manuals, databases and other software-related specifications and documentation; and (e) Proprietary Business Knowledge.

"Inventory" means, collectively, all of Seller's inventory used primarily by the Business or used in the operation of the Business, including, without limitation, the following: (a) finished goods and partly finished goods; (b) work in process; (c) raw materials and supplies; and (d) non-production supplies and consumables (including equipment parts).

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

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

"LaVergne Lease" means that certain Lease Agreement between ProLogis North American Properties Fund I LLC, as landlord, and Visteon Corporation, as tenant, for the real property located at Nashville/I-24 Distribution Center #2, 51 Mason Road, Suite 280, LaVergne, Tennessee.

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

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

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

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

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

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

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

of the date hereof with sufficient particularity to ascertain its effect or potential effect on the Assets as of the date hereof disclosed in the Schedules, or (d) the announcement, pendency or performance of this Agreement or the consummation of the transactions contemplated hereby .

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

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

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

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

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

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

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

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

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

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

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

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

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

"Permitted Encumbrance" means (i) any lien or other Encumbrance for taxes, assessments and government or other similar charges that are not yet due and payable; (ii) the Assumed Liabilities; (iii) mechanics' liens, materialmen's liens, warehouseman's liens and similar statutorily imposed Encumbrances arising or incurred in the ordinary course of business for amounts not delinquent; (iv) solely with respect to the Real Property, such covenants, conditions, restrictions, easements, encroachments or other Encumbrances, or any other state of facts, that (A) are of record, (B) are created, caused, suffered or assumed by Buyer, (C) are actually known to Buyer, (D) would be apparent from an accurate survey or inspection of the

Real Property, or (E) otherwise do not materially interfere with the present occupancy of the Real Property or the use of such Real Property as it has been used by Seller or its Affiliates in the Business prior to the Closing Date; (v) zoning, building codes and other land use Laws regulating the use of occupancy of the Real Property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over the Real Property; (vi) any ground lease; (vii) a lessor's interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor's interest in, property underlying any Real Property Lease; and (viii) restrictions and regulations imposed by any Government Authority or any local, state, regional, national or international reliability council, or any independent system operator or regional transmission organization with jurisdiction over Seller or its Affiliates.

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

"Petition Date" means May 28, 2009

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Tuscaloosa Lease" means that certain Lease Agreement between NL Ventures V Carlisle, L.P. and VC Regional Assembly & Manufacturing, LLC for the real property located at 1401 Industrial Drive, Tuscaloosa, Alabama.

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

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

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

"Wind Down Cost Amount" means $2,530,000; provided, however, that to the extent that Buyer or any of its Affiliates changes or otherwise fails to comply or operate in accordance with any assumption set forth on Exhibit K, the Wind Down Cost Amount shall be increased or decreased accordingly based on the incremental costs and/or savings resulting from such deviation and the good faith negotiations of the parties.

SIGNATURE PAGE FOLLOWS

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

SELLER:

VISTEON CORPORATION

By: _____
Name: _____
Title: _____

GCM-VISTEON AUTOMOTIVE SYSTEMS, LLC

By: _____
Name: _____
Title: _____

GCM-VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC

By: _____
Name: _____
Title: _____

MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC

By: _____
Name: _____
Title: _____

VC REGIONAL ASSEMBLY & MANUFACTURING, LLC

By: _____
Name: _____
Title: _____

BUYER:

HARU HOLDINGS, LLC

By: _____
Name: _____
Title: _____

NISSAN NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

Exhibit A-1

Real Property License Agreement

See attached.

Exhibit A-2

Real Property Assignment Agreement

See attached.

Exhibit A-2

Canton Termination and Deed

See attached.

Exhibit B

Bill of Sale

See attached.

Exhibit C

Assignment and Assumption Agreement

See attached.

Exhibit D

License Agreement

See attached.

Exhibit E

Transition Services Agreement

See attached.

Exhibit F

Escrow Agreement

See attached.

Exhibit G-1

Nissan Release

See attached.

Exhibit G-2

Visteon Release

See attached.

Exhibit H

Price List

See attached.

Exhibit I

New MPA

See attached.

Exhibit J

Motion - Bankruptcy Sale Order

See attached.

Exhibit K

Wind Down Cost Schedule

See attached.