

VISTEON TRANSITION PROGRAM
Amended and Restated as of _____, 2009

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VISTEON TRANSITION PROGRAM

ARTICLE I. PURPOSE

Section 1.01. Purpose Statement.

Visteon Corporation (the “Company”) has developed the Visteon Transition Program (the “Plan”) to provide severance benefits to all eligible full time salaried and hourly employees of the Company and its participating affiliates whose employment with the Company or participating affiliate is involuntarily terminated under certain circumstances. The Plan results from the merger of three plans formerly maintained by the Company: the Visteon Corporation Transition Program, the Visteon Separation Program, and the Visteon Executive Severance Plan, which are amended and restated as set forth herein. Employees previously covered under one of these plans, as well as non-union represented hourly employees, are now covered under this Plan, which replaces and supersedes the three prior plan documents. The Plan is an expression of the Company’s present policy with respect to severance benefits for employees who meet the eligibility requirements set forth herein; it is not a part of any contract of employment. This document functions both as the Plan document and the summary plan description. It is intended to comply with ERISA and all other relevant laws.

ARTICLE II. DEFINITIONS

Section 2.01. Definitions.

The following words and phrases, when used in this document, shall have the following meanings, unless the context clearly indicates otherwise:

(a) “Annual Base Pay Rate” means an Employee’s annual base rate of pay in effect at his or her Termination Date, increased, if the Employee’s annual base rate of pay is not a multiple of \$10,000, to the next highest multiple of \$10,000. An Employee’s base rate of pay excludes bonuses, Company vehicle allowance, overtime, one-time payments, incentives, and other awards that are not regularly paid throughout the year. The Plan Administrator’s determination of the Employee’s Annual Base Rate Pay Rate shall be final and conclusive.

(b) “Base Pay” means, for a salaried Employee, an Employee’s annual base rate of pay in effect at his or her Termination Date. For an hourly Employee, “Base Pay” means an Employee’s hourly pay rate. For purposes of this Plan, a “week” of Base Pay means, for a salaried Employee, one fifty-second ($1/52^{\text{nd}}$) of an Employee’s Base Pay, and a “month” of Base Pay means one twelfth ($1/12^{\text{th}}$) of an Employee’s Base Pay. For an hourly Employee, a “week” of Base Pay means the Employee’s Base Pay multiplied by forty (40). An Employee’s base rate of pay and Base Pay excludes bonuses, Company vehicle allowance, overtime, one-time payments, incentives, and other awards that are not regularly paid throughout the year. The Plan Administrator’s determination of the Employee’s Base Pay shall be final and conclusive.

(c) “COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(d) “Company” means Visteon Corporation, or any successor thereto.

(e) “Continuous Service” means an Employee’s period of employment measured from the Employee’s most recent date of hire by a Participating Employer to the Employee’s Termination Date, with any fractional year rounded to the to the next higher whole year. The Plan Administrator’s determination of the Employee’s Continuous Service shall be final and conclusive.

(f) “Elected Officer” means an Employee who is elected an officer of the Company by the Company’s Board of Directors.

(g) “Employee” means a person who is classified by a Participating Employer as a full-time salaried or hourly common law employee, other than an employee who is represented by a union, unless the terms of any applicable collective bargaining agreement provide for participation in the Plan. A person who is classified by a Participating Employer as a “supplemental employee”, “limited term employee”, “leased employee”, “independent contractor”, or any similar classification indicating non-employee or non-full-time status, is not an Employee for purposes of this Plan, and consequently is not eligible to participate in the Plan. In the event a person who is classified by a Participating Employer as being in an excluded status is subsequently reclassified as a full-time eligible common law employee, such reclassification will, for purposes of the Plan, apply on a prospective basis only from the date of such reclassification, regardless of the effective date of the reclassification for any other purpose. The term “Employee” includes a person in a Flexible Work Arrangement (“FWA”).

(h) “ERISA” means the Employee Retirement Income Security Act of 1974, and the rulings and regulations promulgated thereunder, all as amended and in effect from time to time.

(i) “Executive” shall mean an Elected Officer or Executive Leader.

(j) “Executive Leader” means an Employee who is classified as an Executive Leader by the Company and enrolled on the U.S. payroll of the Company or a subsidiary of the Company, other than an employee who is assigned to Automotive Component Holdings, LLC (“ACH”) or Ford Motor Company (“Ford”) pursuant to the terms of the Salaried Lease Agreement dated as of October 1, 2005 between the Company and ACH or Ford, as applicable.

(k) “Participating Employer” means Visteon Corporation, Visteon Systems, LLC, Visteon Global Technologies, Inc., Visteon Regional Assembly & Manufacturing, LLC, Visteon Climate Control Systems Limited, Halla Climate Systems Alabama Corporation, MIG-Visteon Automotive Systems, LLC and each other corporation, trade or business that is designated in writing by the Plan Administrator as being a Participating Employer under the Plan.

(l) “Plan Administrator” means the Organization and Compensation Committee of the Board of Directors of the Company.

(m) “Release” means a release and waiver of claims (including, if applicable, claims under the Age Discrimination in Employment Act of 1967, as amended) that is in such form as the Plan Administrator may prescribe and that an Employee executes for the benefit of the Participating Employers (and, as to ACH assigned Employees, Automotive Components Holdings, LLC and Ford Motor Company), their affiliates, and the respective officers, directors, employees, agents, predecessors, successors and assigns of the Participating Employers and their affiliates.

(n) “Termination Date” is the date on which an Employee’s employment with the Participating Employers and their affiliates terminates.

ARTICLE III. ELIGIBILITY FOR BENEFITS

Section 3.01. Eligibility for Severance Pay.

An Employee will be eligible for the Severance Benefits described in Section 4.01 if the Employee's employment with a Participating Employer is involuntarily terminated by the Participating Employer other than by reason of or in connection with the circumstances described in Section 3.02. The Plan Administrator shall have the final and exclusive discretion to determine whether an Employee's termination of employment is involuntary.

Section 3.02. Exclusions.

The Plan Administrator shall not grant severance benefits to an Employee if:

- (a) The Employee voluntarily retires or resigns from employment;
- (b) The Employee's position is eliminated and the Employee is offered another position which the Employee declines (unless the Plan Administrator has specifically authorized severance benefits to the Employee in accordance with the discretion granted to the Plan Administrator under Section 3.01 above);
- (c) The Employee is terminated, replaced, laid off or placed on leave for reasons related to absenteeism, poor performance or inappropriate conduct;
- (d) The Employee is terminated or separated for not returning, in a timely manner, from an approved leave of absence;
- (e) The Employee's employment ends or is terminated because the Employee is unable to perform the essential functions of his or her position with or without any applicable reasonable accommodation;
- (f) The Employee is eligible to receive pay-in-lieu of notice, severance pay, termination pay or any other form of separation pay under any law;

(g) The Employee is terminated in connection with (i) the sale by a Participating Employer, ACH, Ford or their respective affiliates, of all or part of a division, plant, facility, operation, product line or other unit, or the outsourcing of functions to a third party vendor, where the Employee is offered employment with the purchaser, vendor or other transferee with a starting date within ninety (90) days of the Employee's Termination Date (unless the Plan Administrator has specifically authorized severance benefits to the Employee) or (ii) the transfer of employment by a Participating Employer to ACH, Ford or a third party designated by a Participating Employer, ACH or Ford regardless of whether there is a sale as described in clause (i) above where the Employee has been offered employment with ACH, Ford or a third party designated by a Participating Employer, ACH or Ford.

(h) The Employee is represented by a union or the Employee's employment is governed by a collective bargaining agreement or an employment contract that does not provide for participation in this Plan (in which case, the collective bargaining agreement, the terms negotiated with the Employee's exclusive bargaining representative or the employment contract, and not this Plan, shall govern the severance benefits, if any, to be provided to the Employee); or

(i) The Employee is eligible for statutory severance benefits or benefits under any other severance plan, voluntary separation program, or reduction in force plan offered by a Participating Employer or its respective affiliates.

(j) The Employee is offered employment with ACH, Ford or an entity designated by ACH or Ford within thirty (30) days after termination of employment by a Participating Employer.

ARTICLE IV. AMOUNT OF SEVERANCE BENEFIT

Section 4.01. Severance Benefits.

An Employee's eligibility to receive severance benefits, and the amount of any cash severance benefits, is set forth in the applicable schedule; provided, however, that an Employee who is an Elected Officer shall not receive a cash severance payment in an amount that exceeds ten (10) times the amount of the mean severance pay given to nonmanagement employees during the calendar year in which the payment is made.

(a) Medical and Prescription Drug Coverage. If the Employee, on the Termination Date, is covered under a group medical and/or prescription drug coverage program sponsored by a Participating Employer, the Employee is eligible to continue such coverage in accordance with COBRA. If the Employee signs, and does not revoke within the applicable revocation period, a Release, and the Employee elects to continue coverage in accordance with COBRA, the Employee, until the earlier of (A) the end of the benefit continuation period, if any, specified in the Participating Employer's plan, or (B) the date on which the Employee is covered under another employer's plan, need only pay the contribution amount that Employee would have been required to pay for coverage had the Employee's employment continued, and the Participating Employers will pay, on the Employee's behalf, the remainder of the COBRA premium. After such period, the Employee may continue coverage for the remaining unused portion of the COBRA continuation period at his or her sole expense in accordance with the requirements of COBRA.

(b) Reemployment Assistance. A Participating Employer may provide professional career transition services of the type and for the duration determined by the Plan Administrator.

(c) Other Benefits. Termination of coverage or distribution of benefits will be in accordance with the terms of the applicable benefit plan, subject to any rights the Employees (and any qualified beneficiaries) have to elect continuation coverage under COBRA.

Section 4.02. Entitlement to Benefits.

An Employee becomes entitled to severance benefits under this Article IV on the date that the Employee has satisfied all of the requirements for receiving a severance benefit (including, if applicable, the Employee's execution of a Release and the expiration of any revocation period that is provided in accordance with applicable law or such policies as may from time to time be adopted by the Plan Administrator). All payments shall be subject to income tax withholding and other appropriate deductions.

Section 4.03. Time of Payment.

Cash benefits under the Plan are intended to constitute "short-term deferrals" that are exempt from the requirements of Internal Revenue Code Section 409A. Accordingly, payment of the cash severance benefits under Section 4.01 shall be completed by the later of (i) the fifteenth (15th) day of the third month following the end of the first taxable year in which the Employee becomes entitled to benefits under the Plan, or (ii) the fifteenth (15th) day of the third month following the end of the Company's first taxable year in which the Employee becomes entitled to benefits under the Plan. The medical, dental and career transition benefits to which the Employee may become entitled under Section 4.01 are also intended to be exempt from Internal Revenue Code Section 409A, and the Plan Administrator (or its delegate) shall administer the Plan consistent with Internal Revenue Code Section 409A and the requirements for exemption of such benefits. The Plan Administrator may adopt additional rules and restrictions with respect to such benefits if the Plan Administrator determines that such rules and restrictions are necessary or appropriate in order to qualify (or continue to qualify) for exemption from Internal Revenue Code Section 409A.

Section 4.04. Reduction of Benefits.

The benefits otherwise payable under Section 4.01 above will be reduced (offset) by any unpaid amounts that the Employee owes to a Participating Employer or an affiliate of a Participating Employer.

Section 4.05. Other Continued Benefits.

(a) An Employee's outstanding awards under the Visteon Corporation 2004 Incentive Plan or the Visteon Corporation Employee's Equity Incentive Plan shall be governed by the terms and conditions of each award or grant, and not by the terms of this Plan; provided, however, that awards granted under such plan shall not render Employees ineligible to receive benefits under this Plan.

(b) An Employee who is eligible to receive retirement benefits under a retirement plan maintained by the Company or a subsidiary may apply for and commence retirement benefits in accordance with the terms of the applicable retirement plan. Retirement benefits are not governed by the terms of this Plan.

Section 4.06. Plan Administrator Discretion.

Notwithstanding anything in the Plan to the contrary, the Plan Administrator, in its sole and absolute discretion, may authorize the payment of additional or different benefits to an Employee, or the payment of benefits on different terms and conditions, if the Plan Administrator determines that such additional or different benefits or different terms and conditions are desirable under the circumstances surrounding the Employee's termination of employment. The fact that the Plan Administrator may exercise discretion with respect to any Employee does not create or imply a right on the part of any other Employee or group of Employees to receive the same benefits or to be subject to the same terms and conditions.

ARTICLE V. CLAIMS PROCEDURE

Section 5.01. Claims Procedure.

(a) Claim for Benefits. Any Employee who believes he or she is entitled to benefits under the Plan in an amount greater than the amount received may file, or have his or her duly authorized representative file, a claim with the Plan Administrator. Any such claim shall be filed in writing stating the nature of the claim, and the facts supporting the claim, the amount claimed and the name and address of the claimant. The Plan Administrator shall consider the claim and answer in writing stating whether the claim is granted or denied. The written decision shall be within 90 days of receipt of the claim by the Plan Administrator (or 180 days if additional time is needed and the claimant is notified of the extension, the reason therefor and the expected date of determination prior to commencement of the extension). If the claim is denied in whole or in part, the Employee shall be furnished with a written notice of such denial containing (i) the specific reasons for the denial, (ii) a specific reference to the Plan provisions on which the denial is based, (iii) an explanation of the Plan's appeal procedures set forth in subsection (b) below, (iv) a description of any additional material or information which is necessary for the claimant to submit or perfect an appeal of his or her claim, and (v) an explanation of the Employee's right to bring suit under ERISA following an adverse determination upon appeal.

(b) Appeal. If an Employee wishes to appeal the denial of his or her claim, the Employee or his or her duly authorized representative shall file a written notice of appeal to the Plan Administrator within 90 days of receiving notice of the claim denial. In order that the Plan Administrator may expeditiously decide such appeal, the written notice of appeal should contain (i) a statement of the ground(s) for the appeal, (ii) a specific reference to the Plan provisions on which the appeal is based, (iii) a statement of the arguments and authority (if any) supporting each ground for appeal, and (iv) any other pertinent documents or comments which the appellant desires to submit in support of the appeal. The Plan Administrator shall decide the appellant's appeal within 60 days of its receipt of the appeal (or 120 days if additional time is needed and the claimant is notified of the extension, the reason therefor and the expected date of determination prior to commencement of the extension). The Plan Administrator's written

decision shall contain the reasons for the decision and a reference to the Plan provisions on which the decision is based. If the claim is denied in whole or in part, such written decision shall also include notification of the Employee's right to bring suit for benefits under Section 502(a) of ERISA and the claimant's right to obtain, upon request and free of charge, reasonable access to and copies of all documents, records or other information relevant to the claim for benefits.

Section 5.02. Standard of Review.

The Plan Administrator is vested with the discretionary authority and control to determine eligibility for coverage and benefits and to construe the terms of the Plan; any such determination or construction shall be final and binding on all parties unless arbitrary or capricious. To the extent that the Plan Administrator has appointed a delegate or delegates to administer the claims procedure, any such determination or construction of the delegate shall be final and binding on all parties to the same extent as if made by the Plan Administrator.

Section 5.03. Delegation.

Subject to such limits as the Plan Administrator may from time to time prescribe, the Company's Senior Vice President, Human Resources may exercise any of the authority and discretion granted to the Plan Administrator hereunder, provided that the Senior Vice President, Human Resources shall not exercise any authority and responsibility with respect to non-ministerial matters affecting Elected Officers. The Company's Senior Vice President, Human Resources may further delegate to the Company's Director of Compensation and Benefits the exercise any of the authority and discretion granted to the Senior Vice President, Human Resources, provided that the Director of Compensation and Benefits shall not have the authority to amend, modify or terminate the Plan, and may not exercise any authority and responsibility with respect to Executives.

ARTICLE VI. AMENDMENT AND TERMINATION OF THE PLAN

Section 6.01. Right to Amend and Terminate the Plan.

The Company reserves the right, by action of the Senior Vice President, Human Resources, to amend, modify or terminate the Plan at any time, in its sole discretion, without prior notice to Employees; provided that the Organization & Compensation Committee of the Board of Directors of the Company shall have the exclusive authority to amend the Plan to expand eligibility or increase benefits, and with respect to amendments that, if adopted, would increase the benefits payable to Elected Officers by more than a de minimis amount.

ARTICLE VII. STATEMENT OF ERISA RIGHTS

An Employee who is a participant in the Plan is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as employment worksites, all documents governing the Plan, including the latest annual report (Form 5500 Series).
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series). The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Employee with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the

control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE VIII. OTHER IMPORTANT INFORMATION

Section 8.01. Plan Name.

Visteon Transition Program

Section 8.02. Plan Sponsor.

Visteon Corporation
One Village Center Drive
Van Buren Township, Michigan 48111-5711

Section 8.03. Plan Sponsor's Employer I.D. Number.

38-3519512

Section 8.04. Plan Number.

535

Section 8.05. Type of Plan.

Severance Pay (Welfare Benefit) Plan

Section 8.06. Type of Administration.

Self-Administered

Section 8.07. Plan Administrator.

Compensation & Organization Committee of the Board of Directors
c/o Director of Compensation and Benefits
Visteon Corporation
One Village Center Drive
Van Buren Township, Michigan 48111-5711

(734) 710-5966

Section 8.08. Assignment and Alienation; Participant Rights Unsecured.

The right of an Employee to receive severance benefits hereunder shall be an unsecured claim, and the Employee shall not have any rights in or against any specific assets of the Company. Nothing herein shall entitle an Employee to an administrative expense claim in a bankruptcy proceeding of a Participating Employer, except to the extent permitted under section 507(a)(4) of the Bankruptcy Code. The right of an Employee to payment of benefits under this Plan shall not be subject to attachment or garnishment (except as otherwise provided in the Plan) and may not be assigned, encumbered, or transferred, except by will or the laws of descent and distribution. The rights of an Employee under this Plan are exercisable during the Employee's lifetime only by the Employee or the Employee's guardian or legal representative.

Section 8.09. Approval of Bankruptcy Court.

The Company shall take such actions as may be reasonably required to assure payment of the benefits described herein. The Company shall seek authority from the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") to implement the Plan as soon as practicable. However, no amounts will be payable under the Plan until it is approved by the Bankruptcy Court. In the event that the Plan is not approved by the Bankruptcy Court, no Employee shall have a claim against the Company for any benefit provided under the Plan.

Section 8.10. Agent for Service of Legal Process.

Secretary
Visteon Corporation
One Village Center Drive
Van Buren Township, Michigan 48111-5711

(Service of legal process may also be made on the Plan Administrator.)

Section 8.11. Plan Year.

The Plan year is January 1 through December 31.

Section 8.12. Non-Guarantee of Employment or Other Benefits.

Neither the establishment of the Plan, nor any modification or amendment hereof, nor the payment of any benefits hereunder shall be construed as giving any person any legal or equitable right against a Participating Employer or an affiliate of a Participating Employer or the Plan Administrator, or the right to payment of any benefits (other than those specifically provided herein), or as giving any person the right to be retained in the service of a Participating Employer or any affiliate of a Participating Employer.

The undersigned, on behalf of the Company, has executed this Plan as amended and restated effective this _____ day of _____, 2009.

VISTEON CORPORATION

Dorothy L. Stephenson
Senior Vice President, Human Resources

SCHEDULE 4.1 (A)

SEVERANCE BENEFITS FOR ALL SALARIED EMPLOYEES [OTHER THAN
(A) EXECUTIVES, AND (B) EMPLOYEES ASSIGNED TO ACH] AND
NONREPRESENTED HOURLY EMPLOYEES

FOR PARTICIPATING EMPLOYERS OTHER THAN HALLA CLIMATE SYSTEMS
ALABAMA CORPORATION

If an above-described Employee who is eligible for severance benefits provides (and does not revoke) a Release, such Employee shall be entitled to a cash severance benefit in an amount equal to two weeks of Base Pay plus one (1) week of Base Pay for each year of Continuous Service. The minimum cash severance benefit is five (5) weeks of Base Pay. The maximum cash severance benefit is twenty-six (26) weeks of Base Pay. Payment will be in a lump sum cash payment, after withholding of any applicable income and payroll taxes and other appropriate withholdings. An Employee will become entitled to receive a cash severance benefit on the date that the Employee has satisfied all of the requirements for receiving a cash severance benefit (including the Employee's execution of a Release, which the Employee does not revoke within the seven (7) day or such other revocation period that is provided in accordance with applicable law or such policies as may from time to time be adopted by the Plan Administrator).

SCHEDULE 4.1 (B)

SEVERANCE BENEFITS FOR SALARIED EMPLOYEES OF VISTEON CORPORATION ASSIGNED TO AUTOMOTIVE COMPONENTS HOLDINGS, LLC

(a) Basic Severance Benefits. If an above-described Employee who is eligible for a severance benefit either does not provide or provides but then revokes a Release, the Employee shall be entitled to a cash severance benefit in an amount equal to one (1) week of Base Pay for each year of Continuous Service, to a maximum benefit of four (4) weeks of Base Pay. Payment will be in a lump sum cash payment, after withholding of any applicable income and payroll taxes and other appropriate withholdings.

(b) Enhanced Severance Benefit. If an above-described Employee who is eligible for severance benefits provides (and does not revoke) a Release, then in lieu of the Basic Severance Benefit described in Section 4.01, the Employee shall be entitled to a cash severance benefit in an amount equal to one (1) week of Base Pay for each year of Continuous Service plus one (1) week of Base Pay for each \$10,000 of the Employee's Annual Base Pay Rate. The minimum cash severance benefit is eight (8) weeks of Base Pay. The maximum cash severance benefit is thirty-nine (39) weeks of Base Pay. Payment will be in a lump sum cash payment, after withholding of any applicable income and payroll taxes and other appropriate withholdings.

SCHEDULE 4.1 (C)

SEVERANCE BENEFITS FOR SALARIED AND HOURLY EMPLOYEES OF HALLA
CLIMATE SYSTEMS ALABAMA CORPORATION

If an above-described Employee who is eligible for severance benefits provides (and does not revoke) a Release, such Employee shall be entitled to a cash severance benefit in an amount equal to two weeks of Base Pay plus one (1) week of Base Pay for each year of Continuous Service. The minimum cash severance benefit is four (4) weeks of Base Pay. The maximum cash severance benefit is twenty-six (26) weeks of Base Pay. Payment will be in a lump sum cash payment, after withholding of any applicable income and payroll taxes and other appropriate withholdings.

SCHEDULE 4.1 (D)

SEVERANCE BENEFITS FOR ELECTED OFFICERS AND EXECUTIVE LEADERS

(a) Basic Severance Benefit. The Basic Severance Benefit for any Executive who becomes so entitled shall be an amount equal to four (4) weeks of Base Pay. Payment will be in a lump sum cash payment, after withholding of applicable income and payroll taxes and other authorized withholdings.

(b) Enhanced Severance Benefit.

(i) In any case in which the Plan Administrator has authorized the payment of severance benefits and the Executive provides (and does not revoke) a Release in a form acceptable to the Company, then in lieu of the Basic Severance Benefit described in Section (a) above, the Executive shall receive an Enhanced Severance Benefit. The Enhanced Severance Benefit is an amount equal to one (1) year of Base Pay.

(ii) The Enhanced Severance Benefit is paid as a lump sum cash payment, after withholding of applicable income and payroll taxes and other authorized withholdings.