

VISTEON CORP  
Form PRER14A  
April 01, 2015  
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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 14A**

**Proxy Statement Pursuant to Section 14(a) of the**

**Securities Exchange Act of 1934**

**(Amendment No. 1)**

Filed by the Registrant

Filed by a party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only** (as permitted by Rule 14-a6(e)(2))
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Pursuant to § 240.14a-12

**VISTEON CORPORATION**

(Name of Registrant as Specified In Its Charter)

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(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
  1. Title of each class of securities to which transaction applies: Not applicable.
  2. Aggregate number of securities to which transaction applies: Not applicable.
  3. Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

Solely for purposes of calculating the filing fee, the registrant estimates a purchase price of \$3,479,828,420, based on a fixed purchase price of KRW2,853,360,000,000 and \$950,000,000 in the aggregate, minus an estimated amount for the 2014 dividend payable on the HVCC shares to be sold (which dividend will be retained by Visteon) and the securities transaction tax arising from the sale of our HVCC shares pursuant to the Securities Transaction Tax Law of Korea and using an USD:KRW exchange rate of 1:1,100.77. The filing fee was calculated by multiplying the proposed cash payment to be received by the registrant by 0.0001162.

- 4. Proposed maximum aggregate value of transaction: \$3,479,828,420
- 5. Total fee paid: \$404,357
- Fee paid previously with preliminary materials.
- Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.
  1. Amount Previously Paid:

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2. Form, Schedule or Registration Statement No.:

3. Filing Party:

4. Date Filed:

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**PRELIMINARY PROXY STATEMENT SUBJECT TO COMPLETION**

**DATED APRIL 1, 2015**

Dear Visteon Stockholder,

You are cordially invited to attend a special meeting of stockholders of Visteon Corporation to be held on [ ], 2015 at Grace Lake Lodge, 40300 Tyler Road, Van Buren Township, Michigan 48111, at [ ], local time.

On December 17, 2014, Visteon Corporation and its wholly owned subsidiary, VIHI, LLC (collectively, Visteon ) entered into a Share Purchase Agreement (the Share Purchase Agreement ) with Hahn & Co. Auto Holdings Co., Ltd. ( Hahn ) and Hankook Tire Co., Ltd. ( Hankook and, together with Hahn, Purchasers ). Pursuant to the Share Purchase Agreement, Visteon has agreed to sell to Purchasers all of its shares of Halla Visteon Climate Control Corporation, a Korean corporation ( HVCC ), which constitute approximately seventy percent (70%) of the outstanding shares of HVCC (the sale of our HVCC shares ), for KRW52,000 per share (or approximately \$47.86 per share using the exchange rate of \$1:KRW 1,086.4, the exchange rate on the day prior to the signing of the Share Purchase Agreement), less the amount of the 2014 dividend payable on the HVCC shares to be sold, which dividend will be retained by Visteon.

The sale of our HVCC shares may constitute a sale of substantially all of Visteon s assets within the meaning of the General Corporation Law of the State of Delaware, and accordingly, at the special meeting of stockholders, Visteon will ask you to consider and vote upon a proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. In addition, if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, Visteon will ask you to consider and vote upon a proposal to adjourn the special meeting to solicit additional proxies. The General Corporation Law of the State of Delaware does not provide for stockholder appraisal or dissenters rights in connection with the types of actions contemplated under the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, or the proposal to adjourn the special meeting. You will also be asked to consider and vote upon a non-binding, advisory proposal to approve compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

At the special meeting, you will be asked to consider and vote upon the following proposals:

1. To authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, as more fully described in the enclosed proxy statement;
2. To approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares;
3. To consider and vote on the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares contemplated by the Share Purchase Agreement; and
4. To transact such other business as may properly come before the special meeting and any postponements or adjournments thereof.

**Visteon s Board of Directors, after considering factors more fully described in the enclosed proxy statement, determined that the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, are fair to, advisable, expedient and in the best interests of Visteon and its stockholders and**

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**approved, adopted and authorized the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. The Board of Directors recommends that you vote (i) FOR the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, (ii) FOR the proposal to approve one or more adjournments of the special meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares and (iii) FOR the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.**

The enclosed proxy statement provides detailed information about the special meeting, the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. A copy of the Share Purchase Agreement is attached as *Annex A* to the proxy statement. The proxy statement also describes the actions and determinations of our Board of Directors in connection with its evaluation of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. We encourage you to read the proxy statement and its annexes, including the Share Purchase Agreement, carefully and in their entirety. You may also obtain more information about Visteon from documents we file with the U.S. Securities and Exchange Commission from time to time.

Whether or not you plan to attend the special meeting in person, please complete, sign, date and return, as promptly as possible, the enclosed proxy card in the accompanying prepaid reply envelope or grant your proxy electronically over the Internet or by telephone. If you attend the special meeting and vote in person by ballot, your vote will revoke any proxy that you have previously submitted. If you hold your shares in street name, you should instruct your broker, bank or other nominee how to vote in accordance with the voting instruction form you will receive from your broker, bank or other nominee.

**Your vote is very important, regardless of the number of shares that you own. We cannot consummate the sale of our HVCC shares unless the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, is approved by the affirmative vote of the holders of a majority of the outstanding shares of our common stock. The failure of any stockholder to submit a signed proxy card, to grant a proxy electronically over the Internet or by telephone or to vote in person by ballot at the special meeting, will have the same effect as a vote AGAINST the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. If you hold your shares in street name, the failure to instruct your broker, bank or other nominee on how to vote your shares will have the same effect as a vote AGAINST the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares.**

If you have any questions or need assistance voting your shares of our common stock, please contact Georeson Inc., our proxy solicitor, by calling (800) 676-0194 toll-free.

On behalf of our Board of Directors, I thank you for your support and appreciate your consideration of this matter.

Sincerely,

Francis M. Scricco  
Chairman of the Board of Directors

**Neither the U.S. Securities and Exchange Commission nor any state securities regulatory agency has approved or disapproved the Share Purchase Agreement or the transactions contemplated thereby, including the sale of our HVCC shares, or determined if the information contained in this document is accurate or adequate. Any representation to the contrary is a criminal offense.**

The accompanying proxy statement is dated [ ], 2015 and, together with the enclosed form of proxy card, is first being mailed to stockholders of Visteon on or about [ ], 2015.

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**PRELIMINARY PROXY STATEMENT SUBJECT TO COMPLETION**

**DATED APRIL 1, 2015**

**NOTICE OF SPECIAL MEETING OF STOCKHOLDERS**

**YOUR VOTE IS VERY IMPORTANT. PLEASE VOTE YOUR SHARES PROMPTLY.**

Notice is hereby given that a special meeting of stockholders of Visteon Corporation, a Delaware corporation, will be held on [ ], 2015 at Grace Lake Lodge, 40300 Tyler Road, Van Buren Township, Michigan 48111, at [ ], local time, for the following purposes:

1. To consider and vote on the proposal to authorize the Share Purchase Agreement, dated as of December 17, 2014, by and among Visteon Corporation, VIHI, LLC, a wholly owned subsidiary of Visteon Corporation, Hahn & Co. Auto Holdings Co., Ltd. and Hankook Tire Co., Ltd. (the Share Purchase Agreement ), and the transactions contemplated thereby, including the sale of the shares of Halla Visteon Climate Control Corporation, a Korean corporation ( HVCC ) owned by VIHI, LLC, as more fully described in the enclosed proxy statement (a copy of the Share Purchase Agreement is attached as Annex A to the proxy statement);
2. To consider and vote on the proposal to approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares;
3. To consider and vote on the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares contemplated by the Share Purchase Agreement; and

4. To transact such other business as may properly come before the special meeting and any postponements or adjournments thereof. The affirmative vote of the holders of a majority of the outstanding shares of our common stock entitled to vote thereon is required to approve the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. The affirmative vote of a majority of our shares of common stock represented at the special meeting, either in person or by proxy, and entitled to vote thereon, whether or not a quorum is present, is required to approve the proposal to approve one or more adjournments of the special meeting. The affirmative vote of a majority of the shares of our common stock represented at the special meeting, either in person or by proxy, and entitled to vote thereon is required to approve the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares. The failure of any stockholder of record to submit a signed proxy card, grant a proxy electronically over the Internet or by telephone or to vote in person by ballot at the special meeting will have the same effect as a vote **AGAINST** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, but will not have any effect on the adjournment proposal or the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares. If you hold your shares in street name, the failure to instruct your broker, bank or other nominee on how to vote your shares will have the same effect as a vote **AGAINST** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, but will not have any effect on the adjournment proposal or the

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proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares. Abstentions will have the same effect as a vote **AGAINST** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, the adjournment proposal and the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

Only stockholders of record as of the close of business on April 10, 2015, the record date for the special meeting, are entitled to notice of the special meeting and to vote at the special meeting or at any adjournment or postponement thereof. A list of stockholders entitled to vote at the special meeting will be available in our offices located at One Village Center Drive, Van Buren Township, Michigan 48111, during regular business hours for a period of at least ten days before the special meeting and at the place of the special meeting during the special meeting.

No appraisal or dissenters' rights are available to our stockholders under the General Corporation Law of the State of Delaware or our certificate of incorporation or bylaws in connection with the authorization of the Share Purchase Agreement or the transactions contemplated thereby, including the sale of our HVCC shares.

**Visteon's Board of Directors recommends that you vote (i) FOR the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, (ii) FOR the proposal to approve one or more adjournments of the special meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares and (iii) FOR the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.**

By Order of the Board of Directors,

Francis M. Scricco  
Chairman of the Board of Directors

Dated: [ ], 2015

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**YOUR VOTE IS IMPORTANT**

WHETHER OR NOT YOU EXPECT TO ATTEND THE SPECIAL MEETING IN PERSON, WE ENCOURAGE YOU TO SUBMIT YOUR PROXY AS PROMPTLY AS POSSIBLE (1) BY TELEPHONE, (2) THROUGH THE INTERNET OR (3) BY MARKING, SIGNING AND DATING THE ENCLOSED PROXY CARD AND RETURNING IT IN THE POSTAGE-PAID ENVELOPE PROVIDED. You may revoke your proxy or change your vote at any time before the special meeting. If your shares are held in the name of a broker, bank or other nominee, please follow the instructions on the voting instruction card furnished to you by such broker, bank or other nominee, which is considered the stockholder of record, in order to vote. As a beneficial owner, you have the right to direct your broker, bank or other nominee on how to vote the shares in your account. Your broker, bank or other nominee cannot vote on any of the proposals, including the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, without your instructions.

If you fail to return your proxy card, grant your proxy electronically over the Internet or by telephone or vote by ballot in person at the special meeting, your shares will not be counted for purposes of determining whether a quorum is present at the special meeting. If you are a stockholder of record, voting in person by ballot at the special meeting will revoke any proxy that you previously submitted. If you hold your shares through a broker, bank or other nominee, you must obtain from such broker, bank or other nominee a valid proxy issued in your name in order to vote in person at the special meeting.

We encourage you to read the accompanying proxy statement, including all documents incorporated by reference into the accompanying proxy statement, and its annexes carefully and in their entirety. If you have any questions concerning the Share Purchase Agreement or the transactions contemplated thereby, including the sale of our HVCC shares, the special meeting or the accompanying proxy statement, would like additional copies of the accompanying proxy statement or need help voting your shares of common stock, please contact our proxy solicitor: Georgeson Inc., by calling (800) 676-0194 toll-free.



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**Table of Contents****SUMMARY**

*The following summary highlights selected information from this proxy statement related to the Share Purchase Agreement, dated as of December 17, 2014, by and among Visteon Corporation and VIHI, LLC ( VIHI ), a wholly owned subsidiary of Visteon Corporation, Hahn & Co. Auto Holdings Co., Ltd. ( Hahn ) and Hankook Tire Co., Ltd. ( Hankook , and together with Hahn, Purchasers )(the Share Purchase Agreement ), and the transactions contemplated thereby, including the sale of the shares of Halla Visteon Climate Control Corporation, a Korean corporation ( HVCC ), owned by VIHI (the sale of our HVCC shares ). This summary may not contain all of the information that may be important to you. For a more complete description of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, Visteon encourages you to read carefully this entire proxy statement and the annexes to this proxy statement, including the Share Purchase Agreement, and the documents we incorporate by reference into this proxy statement, which include important business and financial information about Visteon that has been filed with the U.S. Securities and Exchange Commission (the SEC ). You may obtain the documents and information incorporated by reference into this proxy statement without charge by following the instructions in the section entitled Where You Can Find More Information beginning on page [ ] of this proxy statement. The Share Purchase Agreement is attached as Annex A to this proxy statement.*

*Except as otherwise specifically noted in this proxy statement or as context otherwise requires, Visteon, we, our, us and similar words in this proxy statement refer to Visteon Corporation, including, in certain cases, our subsidiaries, including VIHI, the record owner of the HVCC shares to be sold pursuant to the Share Purchase Agreement. For the purposes of this proxy statement and the Share Purchase Agreement, the HVCC shares are defined as all outstanding equity interests of HVCC and our HVCC shares are defined as all equity interests in HVCC held by Visteon through its wholly owned subsidiary VIHI.*

**Parties to the Share Purchase Agreement (page [ ])*****Visteon Corporation***

Visteon is a global automotive supplier that designs, engineers and manufactures innovative products for nearly every vehicle manufacturer worldwide. Visteon delivers value for its customers and stockholders through two technology-focused core businesses: vehicle cockpit electronics and thermal energy management. Visteon, through its wholly owned subsidiary VIHI, owns approximately seventy percent (70%) of HVCC, one of only two global full-line automotive thermal management suppliers. With corporate offices in Van Buren Township, Mich. (U.S.); Shanghai, China; and Chelmsford, UK; Visteon has approximately 26,000 employees at facilities in 29 countries.

**VIHI, LLC**

VIHI is a wholly owned subsidiary of Visteon. VIHI owns approximately seventy percent (70%) of the outstanding equity interests of HVCC. Visteon formed VIHI for the purpose of holding many of its foreign subsidiaries and joint ventures, including HVCC.

**Hahn & Co. Auto Holdings Co., Ltd.**

Hahn was formed by affiliates of Hahn & Company ( Hahn & Co. ) principally for the purpose of purchasing our HVCC shares and completing the transactions contemplated by the Share Purchase Agreement, including the related financing transactions.

**Hankook Tire Co., Ltd.**

Hankook is a global tire manufacturer that supplies original equipment tires to automakers and replacement tires to the replacement tire market globally. In addition to its tire production, Hankook Tire Group (of which Hankook is a member) also supplies batteries and brake pads through its affiliated companies.

**Table of Contents****The Sale of our HVCC shares (page [ ])**

At the closing, upon the terms and subject to the conditions set forth in the Share Purchase Agreement, Visteon and its wholly owned subsidiary VIHI, will sell to Purchasers, and Purchasers will purchase, all 74,720,000 shares of HVCC owned by VIHI, which constitute approximately seventy percent (70%) of the outstanding shares of HVCC. Hahn will purchase 53,913,800 of our HVCC shares (or approximately 72.2% of our HVCC shares) and Hankook will purchase 20,806,200 of our HVCC shares (or approximately 27.8% of our HVCC shares).

**Purchase Price (page [ ])**

The purchase price payable by Purchasers to Visteon for the purchase of our HVCC shares is KRW 52,000 per share (or approximately \$47.86 per share, using the reference exchange rate (defined below)) and in aggregate will consist of KRW2,853,360,000,000 (or approximately \$2,626,435,935.20, using the reference exchange rate) and \$950,000,000, minus (1) the amount of the 2014 dividend payable on the HVCC shares to be sold, which dividend will be retained by Visteon, and (2) the securities transaction tax arising from the sale of our HVCC shares pursuant to the Securities Transaction Tax Law of Korea. Upon written notice, Purchasers may elect to subtract an amount up to \$200,000,000 from the U.S. Dollar portion and add the equivalent amount of KRW to the KRW portion, based on the fixed exchange rate of \$1 to KRW1,086.4. Hahn is obligated to pay approximately 72.2% of the aggregate purchase price and Hankook is obligated to pay approximately 27.8% of the aggregate purchase price.

For purposes of certain calculations relating to the purchase price, the parties have agreed in the Share Purchase Agreement to a fixed exchange rate of \$1 to KRW 1,086.4 (the reference exchange rate), which was also the exchange rate on December 16, 2014, the latest practicable date for which such information was available prior to the signing of the Share Purchase Agreement. We use the reference exchange rate from time to time in this proxy statement to compare amounts denominated in Korean Won to their U.S. dollar equivalents. For additional information on exchange rates over various periods, see Exchange Rate Information and Currencies beginning on page [ ] below.

**Use of Proceeds of the Sale of our HVCC shares (page [ ])**

Based on current market conditions, we intend to return approximately \$2.5 billion of cash from the sale of our HVCC shares to Visteon stockholders through a structured series of actions including repurchases of our common stock and a special dividend which could include a large return of capital as a primary component. We intend to use the remaining net proceeds from the sale of our HVCC shares for general corporate purposes, which may include repayment of indebtedness, investments in restructuring and value-accretive investments to support the continued expansion of our cockpit electronics and connected car business. There can be no assurance that we will return such cash to Visteon stockholders or, if we do, the timing of such cash return.

**When the Sale of our HVCC shares is Expected to be Completed (page [ ])**

Assuming timely satisfaction or waiver of necessary closing conditions, including the approval by our stockholders of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, and the approval or expiration or termination of waiting periods (including any extensions thereof) required to be obtained or to have occurred under the antitrust or competition laws of certain applicable jurisdictions, we anticipate the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, will be completed in the first half of 2015.

**Vote Required for Authorization of the Share Purchase Agreement and the Transactions Contemplated thereby, including the Sale of our HVCC shares, and Adjournment of the Special Meeting (page [ ])**

The affirmative vote of the holders of a majority of the outstanding shares of our common stock entitled to vote thereon is required to approve the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. The affirmative vote of a majority of our shares of common stock represented at the special meeting, either in person or by proxy, and entitled to vote thereon, whether or not a quorum is present, is required to approve the proposal to approve one or more adjournments of the special meeting.

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**Reasons for the Sale of our HVCC shares (page [ ])**

In reaching its determination to enter into the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, our Board of Directors consulted with our management and our legal advisor and financial advisors and considered a number of factors, including alternatives to the sale, the sale process and terms, and the opinions of UBS Securities LLC ( UBS ) and Rothschild Inc. ( Rothschild ).

**Recommendation of Our Board of Directors (page [ ])**

Our Board of Directors, after considering the various factors described in the section entitled The Sale of our HVCC shares Reasons for the Sale of our HVCC shares, determined that the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, are fair to, advisable, expedient and in the best interests of Visteon and its stockholders and approved, adopted and authorized the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares.

**OUR BOARD OF DIRECTORS RECOMMENDS THAT YOU VOTE FOR PROPOSAL 1: TO AUTHORIZE THE SHARE PURCHASE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE SALE OF OUR HVCC SHARES, FOR PROPOSAL 2: TO ADJOURN THE SPECIAL MEETING, IF NECESSARY OR APPROPRIATE, TO SOLICIT ADDITIONAL PROXIES AND FOR PROPOSAL 3: TO APPROVE, BY NON-BINDING, ADVISORY VOTE, EXECUTIVE COMPENSATION ARRANGEMENTS RELATED TO THE SALE OF OUR HVCC SHARES.**

**Interests of the Directors and Executive Officers in the Sale of our HVCC Shares (page [ ])**

When considering the recommendation of our Board of Directors to approve the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, our stockholders should be aware that some of our directors and executive officers have interests in the sale of our HVCC shares that are different from, or in addition to, the interests of our stockholders generally. Our Board of Directors was aware of and considered these interests to the extent such interests existed at the time, among other matters, in evaluating and overseeing the negotiation of the Share Purchase Agreement, in approving the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, and in recommending that our stockholders approve the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares.

The interests relate to or arise from, among other things: (i) the accelerated vesting of stock options and stock appreciation rights held by certain executive officers; (ii) potential accelerated vesting and/or payout of performance stock units held by certain executive officers if such executive officer's employment were to be terminated following the sale of our HVCC shares; (iii) the potential receipt of severance payments and benefits by executive officers if such executive officer's employment were to be terminated following the sale of our HVCC shares; and (iv) the potential acceleration of deferred compensation and retirement benefits.

Based on the assumptions used in the table entitled Golden Parachute Compensation beginning on page [ ] of this proxy statement, persons who have been an executive officer of the Company since the beginning of fiscal year 2014 will potentially be entitled to aggregate compensation of \$92,299,255 in connection with the proposed sale of our HVCC shares. Assuming a stock price of \$96.115 per share of Visteon stock, our directors will potentially be entitled to total aggregate compensation of \$5,384,843 in connection with the proposed sale of our HVCC shares.

**Opinion of UBS as Financial Advisor to Visteon (page [ ])**

On December 16, 2014, at a meeting of Visteon's Board of Directors held to evaluate the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, UBS delivered to Visteon's Board of Directors an oral opinion, which opinion was subsequently confirmed by delivery of a written opinion, dated December 17, 2014, to the effect that, as of that date and based on and subject to various assumptions made, matters considered and limitations described in its written opinion, the purchase price for our HVCC shares to be received by VIHI was fair, from a financial point of view, to Visteon.

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The full text of UBS's opinion describes the assumptions made, procedures followed, matters considered and limitations on the review undertaken by UBS. UBS's opinion is attached to this proxy statement as *Annex B* and is incorporated into this proxy statement by reference. **The summary of UBS's opinion in this proxy statement is qualified in its entirety by reference to the full text of UBS's written opinion. Holders of Visteon common stock are encouraged to read UBS's opinion carefully in its entirety. UBS's opinion was provided for the benefit of Visteon's Board of Directors (in its capacity as such) in connection with, and for the purpose of, its evaluation of the purchase price for our HVCC shares from a financial point of view, and does not address any other aspect of the Share Purchase Agreement or any related transaction, including the sale of our HVCC shares. UBS's opinion does not address the relative merits of the sale of our HVCC shares as compared to other business strategies or transactions that might be available with respect to Visteon or Visteon's underlying business decision to effect the sale of our HVCC shares. UBS's opinion does not constitute a recommendation to any stockholder of Visteon as to how such stockholder should vote or act with respect to the sale of our HVCC shares.**

**Opinion of Rothschild as Financial Advisor to Visteon (page [ ])**

In connection with the sale of our HVCC shares, Visteon's Board of Directors received a written opinion from Visteon's financial advisor, Rothschild, to the effect that, as of December 16, 2014, and based upon and subject to the assumptions made, procedures followed, matters considered and limitations on the review undertaken by Rothschild, the purchase price to be paid by Purchasers to VIHI pursuant to the Share Purchase Agreement was fair, from a financial point of view, to Visteon, as described below under "The Sale of our HVCC shares" Opinion of Rothschild as Financial Advisor to Visteon .

**The full text of Rothschild's written opinion dated December 16, 2014, which describes the assumptions made, procedures followed, matters considered and limitations on the review undertaken, is attached to this proxy statement as *Annex C* and is incorporated into this proxy statement by reference. We encourage you to read this opinion carefully and in its entirety. This summary is qualified in its entirety by reference to the full text of such opinion. Rothschild's opinion was provided for the benefit of Visteon's Board of Directors, solely in its capacity as such, in connection with its evaluation of the sale of our HVCC shares. Rothschild's opinion should not be construed as creating any fiduciary duty on Rothschild's part to any party. Rothschild's opinion was limited to the fairness from a financial point of view, to Visteon, on the date of the opinion, of the purchase price to be paid by Purchasers to VIHI pursuant to the Share Purchase Agreement, and Rothschild expressed no opinion as to the merits of the underlying decision which Visteon may, or Visteon may cause VIHI or HVCC to, make to engage in the sale of our HVCC shares or any alternative transaction. Rothschild's opinion did not constitute a recommendation to Visteon's Board of Directors, the members or the board of managers of VIHI or the board of directors of HVCC, as to whether to authorize the Share Purchase Agreement or the transactions contemplated thereby, including the sale of our HVCC shares. In addition, Rothschild did not express any opinion or view with respect to, (i) the adjustments with respect to the purchase price as set forth in Section 1.02(b) of the Share Purchase Agreement, (ii) the fairness to, or any other consideration of, any holders of shares of HVCC other than VIHI or the holders of any other class of securities, or creditors or other constituencies of Visteon, VIHI or HVCC, or (iii) the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of Visteon, VIHI or HVCC, or any class of such persons, whether relative to the purchase price pursuant to the Share Purchase Agreement or otherwise.**

**Governmental and Regulatory Approvals (page [ ])**

Under the Share Purchase Agreement, the obligations of each party to consummate the transactions contemplated thereby, including the sale of our HVCC shares, is subject to the approval or expiration or termination of waiting periods (including any extensions thereof) required to be obtained or to have occurred under the antitrust or competition laws of the following jurisdictions: China, Czech Republic, India, Korea, Russia, Slovakia, Turkey and the United States. As of March 4, 2015, we have received antitrust clearance in the following jurisdictions: Czech Republic, Korea, Russia, Slovakia, Turkey and the United States.

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**Material U.S. Federal Income Tax Consequences (page [ ])**

The proposed sale of our HVCC shares pursuant to the Share Purchase Agreement is entirely a corporate action. Therefore, such sale, by itself, should not result in the recognition of gain or loss, for U.S. federal income tax purposes, by Visteon's stockholders.

**Nature of Our Business Following the Sale of our HVCC shares (page [ ])**

Following the sale of our HVCC shares, we will continue to be a public company and revenues from our remaining businesses, including the cockpit electronics and connected car business, will primarily account for our revenues. The sale of our HVCC shares will not alter the rights, privileges or nature of the outstanding shares of our common stock. A stockholder who owns shares of our common stock immediately prior to the closing of the sale of our HVCC shares will continue to hold the same number of shares of our common stock immediately following the closing.

**Terms of the Share Purchase Agreement (page [ ])**

In the Share Purchase Agreement, we make representations and warranties and have agreed to covenants, indemnification obligations and other customary provisions. We encourage you to read this proxy statement carefully in its entirety for more detailed information concerning the Share Purchase Agreement, which is attached as *Annex A* to this proxy statement. Please see the sections entitled "The Sale of our HVCC shares" beginning on page [ ] and the "Share Purchase Agreement" beginning on page [ ] for additional information and a summary of the material terms of the Share Purchase Agreement.

**Solicitations of Other Offers (page [ ])**

***Go-Shop Period***

From the date of the Share Purchase Agreement until 11:59 p.m. (New York time) on January 31, 2015, which period we refer to as the go-shop period, Visteon and its subsidiaries were permitted to, directly or indirectly:

solicit, initiate, encourage and facilitate (publicly or otherwise) any inquiry, discussion, offer, proposal or request that could constitute, or could reasonably be expected to lead to, a competing proposal from any third party, other than a party with whom Visteon was in discussions regarding a competing proposal during the three and a half month period prior to the date of the Share Purchase Agreement;

grant a waiver under or terminate any standstill or similar obligation of any third party, other than a party with whom Visteon was in discussions regarding a competing proposal during the three and a half month period prior to the date of the Share Purchase Agreement, with respect to Visteon or any of its subsidiaries to allow such third party to submit a competing proposal; and

engage in, enter into, continue or otherwise participate in discussions or negotiations with, and furnish non-public information relating to Visteon and its subsidiaries and afford access to the books and records of Visteon, HVCC and its subsidiaries to a third party, other than a party with whom Visteon was in discussions regarding a competing proposal during the three and a half month period prior to the date of the Share Purchase Agreement, in connection with a competing proposal or any inquiry, discussion, offer, proposal or request that could reasonably be expected to lead to a competing proposal, or otherwise cooperate with or assist or participate in, or facilitate any such inquiries, proposals, discussions or negotiations or any effort or attempt to make any competing proposal, subject to entry into an acceptable confidentiality agreement (as defined in "Solicitations of Other Offers - Go-Shop Period" beginning on page [ ]) and certain additional obligations.

From and after 12:00 midnight (New York time) on February 1, 2015, subject to the terms and provisions of the Share Purchase Agreement, Visteon must, and must cause its subsidiaries and their respective representatives to, cease and cause to be terminated any existing solicitation, initiation, encouragement or facilitation of, or discussions or negotiations with, any third party (other than, for a period of fifteen (15) days following the expiration of the go-shop period, with certain parties who provided competing proposals during the go-shop period) relating to any competing proposal or any inquiry, discussion, offer or request that could reasonably be expected to lead to a competing proposal and request such third parties to promptly return or destroy all confidential information concerning HVCC and any of its subsidiaries.





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See The Sale of our HVCC shares Background of the Sale of our HVCC shares beginning on page [ ] for information regarding the results of the go-shop process.

***No-Shop Period***

Except as otherwise provided in the Share Purchase Agreement, from and after 12:00 midnight (New York time) on February 1, 2015 until the closing, or if earlier, the termination of the Share Purchase Agreement in accordance with its terms, which period we refer to as the no-shop period, Visteon will not:

initiate, solicit or knowingly facilitate or encourage the making of any competing proposal,

engage in, enter into, continue or otherwise participate in any negotiations or discussions with, or furnish any non-public information to, any third party relating to or for the purpose of encouraging or facilitating a competing proposal or any inquiry or proposal that would reasonably be expected to lead to a competing proposal or

authorize or permit any representative of Visteon or any of its subsidiaries to take any of the actions set forth in the preceding two bullets.

At any time during the no-shop period and before the stockholder approval is obtained, in the event that Visteon receives a written competing proposal (that did not result from a breach of its solicitation or adverse recommendation change obligations) from any third party:

Visteon may contact such third party to clarify the terms and conditions thereof, and

Visteon and its Board of Directors may engage in negotiations or substantive discussions with, or furnish any information and other access to, any third party making such competing proposal if, and only to the extent that prior to taking any of the preceding actions described in this bullet, our Board of Directors determines in good faith (after consultation with its financial advisors and outside legal counsel) that

the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law, and

such competing proposal either constitutes a superior proposal (as defined in Solicitations of Other Offers beginning on page [ ]) or could reasonably be expected to lead to a superior proposal, provided that (i) prior to furnishing any non-public information relating to Visteon, HVCC or their respective subsidiaries, Visteon receives from such third party an acceptable confidentiality agreement and (ii) Visteon will provide or make available to Hahn, as representative of Purchasers, any non-public information relating to Visteon, HVCC or their respective subsidiaries that Visteon provides or makes available to any third party if such information was not previously made available to Hahn or its representatives, prior to or substantially concurrently with providing it to such third party.

**Adverse Recommendation Changes (page [ ])**

Under the Share Purchase Agreement, generally, the Board of Directors must not:

(i) change, qualify, withhold, withdraw or modify (or propose publicly to change, qualify, withhold, withdraw or modify), in a manner adverse to Purchasers, the Visteon recommendation, (ii) recommend, adopt or approve, or propose publicly to recommend, adopt or approve, any competing proposal, or (iii) fail to make the Visteon recommendation or include in this

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proxy statement the recommendation of Visteon's Board of Directors that the Visteon stockholders adopt a resolution authorizing the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares; any action described in this bullet we refer to as an adverse recommendation change; or

adopt, approve or recommend, or allow Visteon or any of its subsidiaries to execute or enter into, any letter of intent, memorandum of understanding or definitive agreement with respect to any competing proposal.

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Subject to Visteon's compliance with its solicitation and adverse recommendation change obligations, certain notice obligations and having in good faith taken into account any revisions proposed in writing by Purchasers to the Share Purchase Agreement or certain other agreements in response to such notice, at any time prior to the receipt of the stockholder approval, the Board of Directors may:

make an adverse recommendation change if there is an event, fact, development or occurrence that affects the business, assets or operations of HVCC that was unknown (and was not reasonably foreseeable) to Visteon as of the date of the Share Purchase Agreement and subsequently becomes known to Visteon, which such event we refer to as an intervening event, and the Board of Directors determines in good faith (after consultation with its outside legal counsel) that the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law; or

make an adverse recommendation change and/or authorize, adopt or approve a competing proposal not obtained in violation of Visteon's solicitation and adverse recommendation change obligations and cause or permit Visteon to enter into a definitive agreement with respect to such competing proposal concurrently with the termination of the Share Purchase Agreement if our Board of Directors determines in good faith (after consultation with its outside legal counsel) that (i) the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law and (ii) such competing proposal constitutes a superior proposal, provided that Visteon will be permitted to enter into a definitive agreement with respect to such superior proposal only if Visteon concurrently terminates the Share Purchase Agreement in connection with such superior proposal and pays to Purchasers the applicable termination fee under the Share Purchase Agreement prior to or concurrently with such termination.

**Financing (page [ ])**

We estimate that the total funds needed by Purchasers to consummate the transactions contemplated by the Share Purchase Agreement, including the acquisition of our HVCC shares, will be approximately \$3.5 billion, excluding fees and expenses incurred in connection with the transactions contemplated by the Share Purchase Agreement. Hahn has secured committed financing for its portion of the purchase price, consisting of a combination of (i) equity contributions to be provided by affiliates of Hahn & Co., and (ii) debt financing to be arranged and underwritten by Korea Exchange Bank, NH Investment & Securities Co., Ltd. and Shinhan Bank. Hankook has represented that it has available to it sufficient resources to fund its portion of the purchase price and associated costs and expenses at closing. Hahn is responsible for any out-of-pocket expenses incurred in connection with obtaining its financing. The Share Purchase Agreement also provides that either party may specifically enforce the other party's obligations under the Share Purchase Agreement, provided that Visteon may only seek to cause Hahn to cause the funding of the equity financing or cause Hankook to fulfill its payment obligation if certain conditions are satisfied, including (i) the satisfaction of the conditions to Purchasers' obligation to consummate the closing under the Share Purchase Agreement, and (ii) the debt financing described below or any alternative financing (if applicable) having been funded at or before the closing in accordance with its terms if the equity financing is funded at the closing.

Hahn has agreed to use its reasonable best efforts to obtain the equity and debt financing substantially on the terms and conditions described in the commitment letters. If any portion of the financing becomes unavailable in the manner or from the sources contemplated in the commitment letters or Hahn becomes aware of any event or circumstance that makes, or could reasonably be likely to make, any portion of the financing unavailable, (i) Hahn must promptly so notify Visteon and (ii) Hahn must use its reasonable best efforts to arrange and obtain, and enter into definitive agreements with respect to, alternative financing.

***Equity Financing***

Hahn has received equity commitment letters from affiliates of Hahn & Co. pursuant to which they have agreed to purchase or cause the purchase, for cash, subject to the terms and conditions therein, of equity interests of Hahn, in an aggregate amount of up to \$950,000,000.

***Debt Financing***

Hahn has entered into debt commitment letters, each dated December 12, 2014, pursuant to which (i) Korea Exchange Bank, NH Investment & Securities Co., Ltd. and Shinhan Bank each committed to Hahn to arrange and underwrite

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term and revolving senior debt facilities, and (ii) NH Investment & Securities Co., Ltd. committed to Hahn to arrange and underwrite a junior debt term facility. The commitment of the debt financing parties under the debt commitment letters expires if (i) Hahn's offer for the acquisition of our HVCC shares as contemplated by the Share Purchase Agreement is finally rejected, or (ii) Hahn informs the debt financing parties that Hahn is withdrawing its offer for the acquisition of our HVCC shares.

Pursuant to the debt commitment letters, on February 16, 2015, Hahn entered into (i) a Senior Facilities Agreement with, among others, Korea Exchange Bank, NH Investment & Securities Co., Ltd. and Shinhan Bank (the "Senior Facilities Agreement") providing for senior debt facilities in an aggregate principal amount of up to KRW 1,574,000,000,000 (or approximately \$1,448,821,796.76, using the reference exchange rate), and (ii) a Junior Facility Agreement with, among others, NH Investment & Securities Co., Ltd. (the "Junior Facility Agreement") providing for a junior debt term facility in an aggregate principal amount of up to KRW 367,000,000,000 (or approximately \$337,812,960.24, using the reference exchange rate). Each facility under the Senior Facilities Agreement and the Junior Facility Agreement that will be used to finance Hahn's portion of the purchase price will be available until the earliest to occur of (i) the date that is six months after entry into the Senior Facilities Agreement or the Junior Facility Agreement, as applicable, (ii) the date on which such facility is fully drawn, cancelled or terminated in accordance with its terms, and (iii) the closing date of the acquisition. In the case of each facility, the actual amount committed is subject to a formula based on specified percentages of the amount of Hahn's portion of the purchase price.

The availability of the debt financing is subject, among other things, to the following conditions:

consummation of Hahn's equity financing in a specified amount;

delivery of all material approvals, consents, filings and authorizations of Korean governmental authorities necessary for the consummation of the acquisition;

delivery of all material approvals, consents, filings and authorizations of any governmental authorities necessary for the execution, delivery and performance of the definitive documentation related to each facility; and

the execution and delivery of certain documentation related to each facility.

Pursuant to their debt commitment letters, Korea Exchange Bank, NH Investment & Securities Co., Ltd. and Shinhan Bank remain committed to underwrite the full amount of the debt facilities contemplated by the Senior Facilities Agreement and the Junior Facility Agreement if any other lender fails to provide its portion of the debt financing contemplated by the Senior Facilities Agreement or the Junior Facility Agreement.

**Conditions to Closing (page [ ])**

The following are some of the conditions that must be satisfied or, where permitted by law, waived before the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, may be consummated:

the approval of the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, by the requisite affirmative vote of Visteon's stockholders;

the approval or expiration or termination of waiting periods (including any extensions thereof) required to be obtained or to have occurred under the antitrust or competition laws of the following jurisdictions having been obtained or having occurred: China, Czech Republic, India, Korea, Russia, Slovakia, Turkey and the United States (see "Governmental and Regulatory Approvals" beginning on page [ ]);

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the absence of any law or order that has the effect of restraining, enjoining or otherwise prohibiting the consummation of the sale of our HVCC shares, or otherwise making the sale of our HVCC shares illegal;

the accuracy of the representations and warranties of Visteon and VIHI, on the one hand, and Hahn and Hankook, on the other hand, in the Share Purchase Agreement, subject in some instances to materiality or Material Adverse Effect qualifiers, as of the date of the Share Purchase Agreement and as of the closing date (except to the extent a representation or warranty relates to an earlier date);

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the performance in all material respects by Visteon and VIHI, on the one hand, and Hahn and Hankook, on the other hand, of their respective obligations required to be performed by them under the Share Purchase Agreement on or before the closing; and

since the date of the Share Purchase Agreement, there not having occurred a Material Adverse Effect.

**Termination of the Share Purchase Agreement (page [ ])**

In general, the Share Purchase Agreement may be terminated, and the transactions contemplated thereby may be abandoned at any time prior to the closing, whether before or after the stockholder approval is obtained (except as noted below), as follows:

by mutual written consent of Visteon and Hahn, as representative of Purchasers;

by either Visteon or Hahn, as representative of Purchasers, if:

the closing has not occurred by June 30, 2015, which date we refer to as the outside date (provided, that this termination right is not available to Visteon if any failure by Visteon or VIHI to fulfill its obligations under the Share Purchase Agreement has been the primary cause of, or has resulted in, the failure of the closing to occur on or prior to the outside date, and this termination right is not available to Hahn, as representative of Purchasers, if any failure by Hahn or Hankook to fulfill its obligations under the Share Purchase Agreement has been the primary cause of, or has resulted in, the failure of the closing to occur on or prior to the outside date);

any governmental authority has issued or entered any governmental order or taken any other action permanently restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, and such governmental order or action has become final and non-appealable; or

our stockholders fail to approve the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, at the stockholders' meeting or any postponement or adjournment thereof; or

by Visteon:

if either Purchaser has breached or failed to perform any of its representations, warranties, covenants or other agreements in the Share Purchase Agreement, which breach or failure to perform (i) would result in the failure of a condition to the obligations of Visteon and VIHI to consummate the closing and (ii) is not capable of being cured, or is not cured, by the applicable Purchaser before the earlier of the outside date and the date that is thirty (30) calendar days following Visteon's delivery of written notice to Hahn, as representative of Purchasers, of such breach or failure to perform (provided, that this termination right is not available to Visteon if Visteon or VIHI is then in material breach of any of its material obligations under the Share Purchase Agreement);

at any time prior to receiving the stockholder approval, in order to enter into a definitive agreement with respect to a superior proposal to the extent permitted by, and subject to the applicable terms and conditions of its solicitation and adverse recommendation change obligations, subject to Visteon (i) paying Hahn, as representative of Purchasers, the applicable termination fee and (ii) concurrently entering into such definitive agreement with respect to a superior proposal;

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if (i) all of the conditions to Purchasers' obligations to consummate the closing are satisfied (other than those conditions that by their terms are to be satisfied by actions taken at the closing, each of which is capable of being satisfied at the closing), (ii) Purchasers have failed to consummate the closing by the time the closing is required to have occurred pursuant to the Share Purchase Agreement, (iii) Visteon and VIHI have irrevocably confirmed to Hahn, as representative of Purchasers, in writing that all conditions to the obligations of Visteon and VIHI to consummate the closing are satisfied or waived and that they are ready, willing and able to consummate the closing, (iv) Visteon has given Hahn, as representative of Purchasers, written notice of its intention to exercise this right to terminate the Share Purchase Agreement at least three business days prior to such termination and (v) the closing is not consummated by the end of such three business day notice period; or



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if (i) at any time prior to receiving the stockholder approval, our Board of Directors makes an adverse recommendation change and/or has authorized termination of the Share Purchase Agreement pursuant to the provisions of the Share Purchase Agreement in connection with its fiduciary duties under applicable law and (ii) prior to or concurrently with such termination, Visteon pays the Hahn, as representative of Purchasers, the applicable termination fee; or

by Hahn, as representative of Purchasers, if:

Visteon or VIHI has breached or failed to perform any of their respective representations, warranties, covenants or other agreements in the Share Purchase Agreement, which breach or failure to perform (i) would result in the failure of a condition to the obligations of Purchasers to consummate the closing and (ii) is not capable of being cured, or is not cured, by Visteon or VIHI on or before the earlier of the outside date and the date that is thirty (30) calendar days following Hahn's delivery of written notice to Visteon of such breach or failure to perform (provided, that this termination right is not available to Hahn if Hahn or Hankook is then in material breach of any of its material obligations under the Share Purchase Agreement);

at any time prior to receiving the stockholder approval, our Board of Directors makes an adverse recommendation change; or

Visteon enters into a definitive agreement with respect to a superior proposal.

**Termination Fees (page [ ])**

Under the Share Purchase Agreement, Visteon may be required to pay to Hahn, as representative of Purchasers, a termination fee of either \$71,500,000 or \$107,300,000 (less certain expenses of Purchasers up to \$5,000,000, if reimbursed by Visteon, as described below), or approximately 2.0% and 3.0%, respectively, of the aggregate value to be paid by Purchasers to purchase our shares of HVCC, if the Share Purchase Agreement is terminated under specified circumstances.

Under the Share Purchase Agreement, Purchasers may be required to pay to Visteon a reverse termination fee in an aggregate amount of \$178,800,000, or approximately 5.0% of the aggregate value to be paid by Purchasers to purchase our shares of HVCC, if the Share Purchase Agreement is terminated under specified circumstances. Each Purchaser will only be responsible for its pro rata portion of such reverse termination fee, approximately 72.2% for Hahn and approximately 27.8% for Hankook.

**Expense Reimbursement (page [ ])**

If the Share Purchase Agreement is terminated in connection with not having obtained the stockholder approval at the stockholders' meeting or at any adjournment or postponement thereof, Visteon will be required to reimburse Purchasers up to \$5,000,000 for certain reasonable and documented out-of-pocket fees and expenses incurred by Purchasers and their respective affiliates in connection with the Share Purchase Agreement and the transactions contemplated thereby. The amount of any termination fee otherwise paid or payable by Visteon would be reduced by the amount of any such expense reimbursement paid.

**Indemnification (page [ ])**

The Share Purchase Agreement provides that, subject to specified exceptions, Visteon will be liable to Purchasers for breaches or inaccuracies of Visteon's representations and warranties and covenants and certain other matters as set forth in the Share Purchase Agreement, provided that with respect to damages for breaches or inaccuracies of representations and warranties, Purchasers will only be entitled to recover for individual losses that are in excess of \$125,000 and then only to the extent aggregate damages for such breaches and/or inaccuracies exceed \$35,750,000, in which case only those damages in excess of \$35,750,000 will be recoverable. Furthermore, Purchasers will not be entitled to any further indemnification with respect to damages for breaches or inaccuracies of representations and warranties beyond \$357,500,000.

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The Share Purchase Agreement provides that, subject to specified exceptions, Purchasers will be liable, severally and not jointly, to Visteon for breaches or inaccuracies of Purchasers' representations and warranties and covenants as set forth in the Share Purchase Agreement.

Except as otherwise provided in the Share Purchase Agreement, the indemnification provisions set forth in the Share Purchase Agreement constitute the sole and exclusive remedy available to Visteon, VIHI and Purchasers after the closing with respect to breaches of the Share Purchase Agreement (other than each party's right to specific performance or other equitable relief in accordance with the terms of the Share Purchase Agreement, or in cases of fraud).

### **Appraisal or Dissenters' Rights (page [ ])**

No appraisal or dissenters' rights are available to our stockholders under the General Corporation Law of the State of Delaware or our certificate of incorporation or bylaws in connection with the approval of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares.

### **The Special Meeting (page [ ])**

#### ***Date, Time, Place***

A special meeting of our stockholders will be held on [ ], 2015 at Grace Lake Lodge, 40300 Tyler Road, Van Buren Township, Michigan 48111, at [ ], local time.

#### **Record Date; Shares Entitled to Vote**

You are entitled to vote at the special meeting if you owned shares of our common stock at the close of business on April 10, 2015, the record date for the special meeting. You will have one vote at the special meeting for each share of our common stock you owned at the close of business on the record date.

#### ***Purpose***

At the special meeting, we will ask our stockholders of record as of the record date to consider and vote on the following proposals:

1. To authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, as more fully described in this proxy statement (a copy of the Share Purchase Agreement is attached as Annex A to the proxy statement);
2. To approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares;
3. To approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares; and
4. To transact such other business as may properly come before the special meeting and any postponements or adjournments thereof.

#### ***Quorum***

As of the record date for the special meeting, there were approximately [ ] shares of our common stock outstanding and entitled to be voted at the special meeting. A quorum of stockholders is necessary to hold a special meeting. The holders of a majority of the outstanding shares of our common stock entitled to vote at the special meeting, either present in person or represented by proxy, will constitute a quorum at the special meeting. As a result, [ ] shares of our common stock must be represented by proxy or by stockholders present and entitled to vote at the special meeting to have a quorum. Shares of common stock represented at the special meeting but not voted, including shares of common

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stock for which we have received proxies indicating that the submitting stockholders have abstained, will be treated as present at the special meeting for purposes of determining the presence or absence of a quorum for the transaction of all other business. If a quorum is not present at the special meeting or if there are insufficient votes to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, we expect that the special meeting will be adjourned or postponed to solicit additional proxies.

### ***Vote Required for Approval***

The affirmative vote of the holders of a majority of the outstanding shares of our common stock entitled to vote thereon is required to approve the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. The affirmative vote of a majority of our shares of common stock represented at the special meeting, either in person or by proxy, and entitled to vote thereon, whether or not a quorum is present, is required to approve the proposal to approve one or more adjournments of the special meeting. Approval of the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares requires the affirmative vote of a majority of the shares of our common stock represented at the special meeting, in person or by proxy, and entitled to vote thereon.

If we have insufficient votes to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, even if a quorum is present, we expect that the special meeting will be adjourned to solicit additional proxies. If we fail to obtain the requisite vote for approval of the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, or the proposal to adjourn the special meeting, we will not be able to consummate the sale of our HVCC shares as currently contemplated.

### ***Voting of Proxies and Revocation***

Any Visteon stockholder of record entitled to vote at the special meeting may submit a proxy by returning a signed proxy card by mail or voting electronically over the Internet or by telephone, or may vote in person by appearing at the special meeting. If you are a beneficial owner and hold your shares of Visteon common stock in street name through a broker, bank or other nominee, you should instruct your broker, bank or other nominee on how you wish to vote your shares of Visteon common stock using the instructions provided by your broker, bank or other nominee. Under applicable stock exchange rules, brokers, banks or other nominees have the discretion to vote your shares on routine matters if you fail to instruct your broker, bank or other nominee on how to vote your shares with respect to such matters. The proposals in this proxy statement are non-routine matters, and brokers, banks and other nominees therefore cannot vote on these proposals without your instructions, resulting in what we refer to as a broker non-vote. Therefore, it is important that you cast your vote or instruct your broker, bank or nominee on how you wish to vote your shares.

If you are a stockholder of record, you may change your vote or revoke your proxy at any time before it is voted at the special meeting by submitting a new proxy electronically over the Internet or by telephone after the date of the earlier submitted proxy, signing another proxy card with a later date and returning it to us prior to the special meeting or attending the special meeting and voting in person. If you hold your shares of common stock in street name, you should contact your broker, bank or other nominee for instructions regarding how to change your vote.

### **Share Ownership of Our Directors and Executive Officers (page [ ])**

As of April 10, 2015, the record date for the special meeting, our directors and executive officers beneficially owned and were entitled to vote, in the aggregate, [ ] shares of our common stock (excluding any shares of our common stock that would be delivered upon exercise or conversion of stock options or other equity-based awards), representing approximately [ ]% of the outstanding shares of our common stock. Our directors and executive officers have informed us that they currently intend to vote all of their shares of Visteon common stock (i) **FOR** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, (ii) **FOR** the proposal to approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to

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authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, and (iii) **FOR** the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

**Recommendation of Our Board of Directors (page [ ])**

Our Board of Directors, after considering the various factors described in the section entitled "The Sale of our HVCC shares - Reasons for the Sale of our HVCC shares," beginning on page [ ] determined that the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, are fair to, advisable, expedient and in the best interests of Visteon and its stockholders and approved, adopted and authorized the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares.

**The Board of Directors recommends that you vote (i) FOR the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, (ii) FOR the proposal to approve one or more adjournments of the special meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares and (iii) FOR the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.**

**Solicitation of Proxies**

This proxy solicitation is being made and paid for by Visteon on behalf of its Board of Directors. We have retained Georgeson Inc., a proxy solicitation firm, to solicit proxies in connection with the special meeting at a cost of approximately \$8,000 plus reasonable out-of-pocket expenses. Proxies may also be solicited by some of our directors, officers and employees, personally or by telephone, facsimile or other means of communication. No additional compensation will be paid for such services.

**Neither the SEC nor any state securities regulatory agency has approved or disapproved the Share Purchase Agreement or the transactions contemplated thereby, including the sale of our HVCC shares, or determined if the information contained in this document is accurate or adequate. Any representation to the contrary is a criminal offense.**

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**QUESTIONS AND ANSWERS**

*The following questions and answers are intended to address some commonly asked questions regarding the Share Purchase Agreement, the proposed sale of our HVCC shares and the special meeting. These questions and answers might not address all questions that might be important to you as a stockholder of Visteon. We encourage you to read carefully the more detailed information contained elsewhere in this proxy statement, the annexes to this proxy statement, including the Share Purchase Agreement, and the documents we incorporate by reference in this proxy statement. You may obtain the documents and information incorporated by reference in this proxy statement without charge by following the instructions under *Where You Can Find More Information* beginning on page [ ]. The Share Purchase Agreement is attached as Annex A to this proxy statement.*

**Questions and Answers About the Sale of our HVCC shares**

**What is the proposed transaction?**

Pursuant to the Share Purchase Agreement, Visteon and VIHI, its wholly owned subsidiary, have agreed to sell to Hahn and Hankook all 74,720,000 shares of HVCC owned by Visteon, which constitute approximately 70% of the outstanding shares of HVCC. Hahn will purchase 53,913,800 of our HVCC shares (or approximately 72.2% of our HVCC shares) and Hankook will purchase 20,806,200 of our HVCC shares (or approximately 27.8% of our HVCC shares). The purchase price payable by Purchasers to Visteon for the purchase of our HVCC shares is KRW 52,000 per share (or approximately \$47.86 per share, using the reference exchange rate) and in aggregate will consist of KRW2,853,360,000,000 (or approximately \$2,626,435,935.20, using the reference exchange rate) and \$950,000,000, minus (1) the amount of the 2014 dividend payable on the HVCC shares to be sold, which dividend will be retained by Visteon, and (2) the securities transaction tax arising from the sale of our HVCC shares pursuant to the Securities Transaction Tax Law of Korea. Upon written notice, Purchasers may elect to subtract an amount up to \$200,000,000 from the U.S. Dollar portion and add the equivalent amount of KRW to the KRW portion, based on the fixed exchange rate of \$1 to KRW 1,086.4. Hahn is obligated to pay approximately 72.2% of the aggregate purchase price and Hankook is obligated to pay approximately 27.8% of the aggregate purchase price. Under the terms of the Share Purchase Agreement, if the sale of our HVCC shares is approved by our stockholders and the other closing conditions under the Share Purchase Agreement have been satisfied or waived, we will sell our HVCC shares to Purchasers.

**What was the market price of HVCC shares at the time we entered into the Share Purchase Agreement as compared to the purchase price agreed by the parties in the Share Purchase Agreement?**

On December 16, 2014, the day before we entered into the Share Purchase Agreement, the closing price of HVCC shares on the Korea Exchange was KRW 49,150 (or approximately \$45.24 per share, using the reference exchange rate), as compared to the purchase price of KRW 52,000 per share (or approximately \$47.86 per share, using the reference exchange rate) agreed by the parties in the Share Purchase Agreement. On December 17, 2014, the day we entered into the Share Purchase Agreement, the closing price of HVCC shares on the Korea Exchange was KRW 47,400 (or approximately \$43.63 per share, using the reference exchange rate), as compared to the purchase price of KRW 52,000 per share (or approximately \$47.86 per share, using the reference exchange rate) agreed by the parties in the Share Purchase Agreement.

**Why did we agree to sell our HVCC shares?**

In reaching its determination to enter into the Share Purchase Agreement and approve the sale of our HVCC shares, our Board of Directors consulted with our management and our legal advisor and financial advisors and considered a number of factors.

Material positive factors in favor of the sale of our HVCC shares that our Board of Directors considered include, among others (not necessarily in order of relative importance):

the current corporate structure of Visteon's climate and electronics businesses, including:

less than complete ownership interest in HVCC due to HVCC's approximately thirty percent (30%) external ownership interests;

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the operational inefficiencies of (i) separate management teams and boards of directors, (ii) separate capital structures and growth potential, (iii) separate and decentralized administrative and overhead functions and (iv) limited or no overlap of sales forces or customer channels;

differences in future strategic priorities, growth profiles and operational focus of the climate and electronics businesses; and

the market's insufficient valuation of the electronics business and the holding company discount applied to its ownership in HVCC;

our Board of Directors' belief that the separation of the climate and electronics businesses offered the best potential for long-term stockholder and corporate value and was more favorable to the stockholders of Visteon than any other alternative reasonably available to Visteon and its stockholders;

information regarding the financial performance, business operations and capital requirements and future prospects of Visteon and the cockpit electronics and connected car business and the potential uses of net cash proceeds received from the proposed sale of our HVCC shares to increase stockholder value;

the process conducted by Visteon and the Board of Directors with respect to the proposed sale of our HVCC shares, which covered a period of several months and led to discussions with several potential buyers to determine their possible interest in purchasing our HVCC shares, and which did not lead to any proposals more favorable to us and our stockholders than the proposal by Hahn and Hankook;

the financial analyses of our financial advisors and their opinions with respect to the transaction;

the value and consideration to be received by Visteon pursuant to the Share Purchase Agreement, including the fact that we would receive a cash payment at closing and the certainty of value of such cash consideration compared to other possible forms of consideration;

the creation of a more focused business model and clearer investment opportunity for our current and future stockholders; and

Visteon's rights under the Share Purchase Agreement and the other agreements relating to the transaction.

Material negative factors against the sale of our HVCC shares that our Board of Directors considered include, among others (not necessarily in order of relative importance):

the fact that by selling its shares of HVCC, Visteon would not enjoy the benefits of any future growth of HVCC and that Visteon would no longer be entitled to receive any dividends from HVCC;

the significant costs involved in connection with entering into and completing the sale of our HVCC shares and the substantial time and effort of management required to consummate the closing, which could disrupt Visteon's business operations;

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the fact that the announcement and pendency of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, or the failure to complete the closing, may cause substantial harm to Visteon's relationships with its employees, vendors and customers;

the fact that, while Visteon expects the sale of our HVCC shares to be consummated if the proposal to authorize the Share Purchase Agreement is approved by Visteon's stockholders, there can be no assurance that all conditions to the parties' obligations to consummate the closing will be satisfied;

the fact that Visteon would eventually be required to pay taxes of approximately \$200 million to \$450 million in connection with the sale of our HVCC shares; and

Visteon's obligations under the Share Purchase Agreement and the other agreements relating to the transaction.

After careful evaluation of the potential benefits, negative factors and other material considerations relating to the sale of our HVCC shares and the Share Purchase Agreement, our Board of Directors determined that the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, are fair to, advisable, expedient and in the best interests of Visteon and its stockholders.

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See [The Sale of Our HVCC Shares](#) [Reasons for the Sale of our HVCC Shares](#) beginning on page [ ] for additional information about the reasons for our Board of Directors' decision to sell our HVCC shares.

**What were the key events and discussions leading up to our Board of Directors' decision to sell our HVCC shares?**

In August of 2014, the finance and corporate strategy committee of Visteon's Board of Directors met to discuss certain potential strategic paths for Visteon that were being analyzed by Visteon's management, which included separation scenarios for Visteon's climate and electronics businesses. The options discussed were HVCC acquiring Visteon's electronics business, Visteon selling its HVCC shares and Visteon spinning off the HVCC shares in a tax-free spin-off into a new U.S. holding company. Visteon's Board of Directors authorized and directed management to study these potential strategic alternatives, including by engaging in discussion with a limited set of third parties regarding the sale of our HVCC shares.

In early September 2014, while Visteon's management was considering various strategic paths, Mr. Scott Sang-Won Hahn, President and Chief Executive Officer of Hahn & Co., contacted a representative of one of Visteon's financial advisors to inquire about the potential availability of a portion of our HVCC shares.

Throughout late September and early October, while Visteon management continued to consider strategic options, Hahn & Co. conducted due diligence on HVCC pursuant to a confidentiality agreement. Hahn & Co. provided an initial indication of interest to acquire our HVCC shares on October 17, 2014, and a revised indication of interest on October 20, 2014. The revised indication of interest offered a price per HVCC share of KRW 50,000 (or approximately \$46.02 per share, using the reference exchange rate) and was accompanied by support letters in connection with debt and equity financing.

During October 2014, after press reports speculated on the potential separation scenarios of Visteon's climate and electronics businesses, another potential acquirer, Party A, also conducted due diligence on HVCC pursuant to a confidentiality agreement.

On October 27, 2014, Party A submitted its initial indication of interest that included a price of KRW 46,185 per HVCC share (or approximately \$42.52 per share, using the reference exchange rate), and a markup of a form memorandum of understanding (MOU) that had been provided by Visteon. In the evening of October 27, 2014, Hahn & Co. submitted an indication of interest that included a price of KRW 52,000 per HVCC share (or approximately \$47.86 per share, using the reference exchange rate), less the dividend for the fiscal year ended 2014 (the amount of the dividends on our HVCC shares for fiscal year ended 2013 having been KRW 970 per share, or approximately \$0.89 per share, using the reference exchange rate) and certain revisions to the markup of the form MOU that Hahn had submitted earlier in the day. The closing price of HVCC shares on October 27, 2014 was KRW 49,200 per share (or approximately \$45.29 per share, using the reference exchange rate).

Between October 28, 2014 and October 31, 2014, Visteon and Hahn & Co. negotiated the terms of the MOU, which included an exclusivity provision, and they executed the MOU on October 31, 2014.

Between November 12, 2014 and December 16, 2014, Visteon, Hahn & Co. and their respective representatives negotiated the definitive documents for the sale of our HVCC shares, including the Share Purchase Agreement.

On December 16, 2014, our Board of Directors met to discuss and consider the sale of our HVCC shares to Hahn & Co. At this meeting, representatives of our financial advisors reviewed the financial analyses of the proposed transaction and delivered their oral opinions, subsequently confirmed in writing, as to the fairness of the proposed purchase price, from a financial point of view, to Visteon. Our Board of Directors then determined that the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, were fair to, advisable, expedient and in the best interests of Visteon and its stockholders and approved the Share Purchase Agreement and the transactions contemplated by the Share Purchase Agreement. Representatives of Visteon, Hahn and Hankook executed the Share Purchase Agreement on December 17, 2014.



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See [The Sale of Our HVCC Shares](#) Background of the Sale of our HVCC Shares beginning on page [ ] for additional information about the events and discussions leading up to our Board of Directors' decision to sell our HVCC shares.

**What will I receive in connection with the sale of our HVCC shares?**

Based on current market conditions, we intend to return approximately \$2.5 billion of cash from the sale of our HVCC shares to Visteon stockholders through a structured series of actions including repurchases of our common stock and a special dividend which could include a large return of capital as a primary component. There can be no assurance that we will return such cash to Visteon stockholders or, if we do, the timing of such cash return.

**When is the sale of our HVCC shares expected to be completed?**

Assuming timely satisfaction or waiver of necessary closing conditions, including the approval by our stockholders of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, and the approval or expiration or termination of waiting periods (including any extensions thereof) required to be obtained or to have occurred under the antitrust or competition laws of certain applicable jurisdictions, we anticipate that the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, will be completed in the first half of 2015.

**What will happen if the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, is approved by our stockholders?**

If the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, is approved by our stockholders at the special meeting and the other conditions to the consummation of the sale of our HVCC shares are either satisfied or waived, upon the closing of the transactions contemplated by the Share Purchase Agreement, we will sell our HVCC shares to Purchasers and continue to conduct our remaining businesses, concentrating on our cockpit electronics and connected car business, and Visteon will remain a public company.

Visteon's operating segments consist primarily of vehicle cockpit electronics, or the electronics business, and thermal energy management, or the climate business. The Company's vehicle cockpit electronics product line includes audio systems, infotainment systems, driver information systems, connectivity and telematics solutions, climate controls, and electronic control modules. Visteon's thermal energy management products include climate air handling modules, powertrain cooling modules, heat exchangers, compressors, fluid transport systems, and engine induction systems, and consists primarily of Visteon's ownership interest in HVCC.

Based on the audited consolidated balance sheet of Visteon, as of December 31, 2014, the total assets of Visteon and its consolidated subsidiaries, including HVCC, were approximately \$5,323,000,000. Based on the unaudited combined balance sheet of the HVCC business, as of December 31, 2014, the total assets of the HVCC business to be sold in the transaction were approximately \$3,129,000,000. Accordingly, as of December 31, 2014, the assets of the HVCC business to be sold in the transaction represented approximately 58.8% of Visteon's total consolidated assets.

Based on the audited consolidated statement of operations of Visteon, for the year ending December 31, 2014, Visteon and its consolidated subsidiaries, including HVCC, had sales of \$7,509,000,000. Based on the unaudited combined statement of operations of the HVCC business, for the year ending December 31, 2014, the HVCC business to be sold in the transaction had total sales of \$5,086,000,000. Accordingly, for the year ending December 31, 2014, the total sales of the HVCC business to be sold in the transaction represented approximately 67.7% of Visteon's total consolidated sales.

Based on the audited consolidated statement of operations of Visteon, for the year ending December 31, 2014, Visteon and its consolidated subsidiaries, including HVCC, had a net loss of approximately \$295,000,000. Based on the unaudited combined statement of operations of the HVCC business, for the year ending December 31, 2014, the HVCC business to be sold in the transaction had net income of \$146,000,000.

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**What will happen if the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, is not approved by our stockholders?**

If the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, is not approved by our stockholders at the special meeting, or at any adjournment or postponement of the special meeting, the sale of our HVCC shares will not be completed as currently contemplated by the Share Purchase Agreement. In such event, we would continue to own our HVCC shares and would evaluate all available strategic alternatives.

If the Share Purchase Agreement is terminated under specified circumstances, in addition to paying our own fees and expenses, Visteon may be required to reimburse certain of Purchasers' expenses incurred in respect of the transactions contemplated by the Share Purchase Agreement and/or pay Purchasers a termination fee, or Visteon may be entitled to receive a reverse termination fee from Purchasers, as described under Share Purchase Agreement Termination Fees beginning on page [ ].

**What will happen to my shares of common stock of Visteon if the sale of Visteon's HVCC shares is completed?**

The sale of our HVCC shares will not alter the rights, privileges or nature of the outstanding shares of our common stock. A stockholder who owns shares of our common stock immediately prior to the closing of the sale of our HVCC shares, subject to any actions taken solely by the stockholder, will continue to hold the same number of shares of our common stock immediately following the closing. Following the sale of our HVCC shares, we will continue to be a public company and revenues from our remaining businesses, the cockpit electronics and connected car business, will primarily account for our revenues.

**Am I entitled to appraisal or dissenters' rights in connection with the proposal to sell Visteon's HVCC shares?**

No. The General Corporation Law of the State of Delaware does not provide for stockholder appraisal or dissenters' rights in connections with this type of action.

**Questions and Answers about the Special Meeting**

**Why did you send me this proxy statement?**

The sale of our HVCC shares may constitute a sale of substantially all of Visteon's assets within the meaning of the General Corporation Law of the State of Delaware, and accordingly, our Board of Directors is furnishing this proxy statement and form of proxy card to the holders of Visteon common stock in connection with the solicitation of proxies to be voted at the special meeting of stockholders or at any adjournments or postponements of the special meeting.

**When and where will the special meeting be held?**

The special meeting will be held on [ ], 2015 at Grace Lake Lodge, 40300 Tyler Road, Van Buren Township, Michigan 48111, at [ ], local time.

**Who can vote at the special meeting of stockholders of Visteon? What constitutes a quorum?**

Only holders of record of shares of our common stock at the close of business on April 10, 2015, which we refer to as the record date, are entitled to notice of and to vote at the special meeting or at any adjournments or postponements thereof. Holders of record of shares of our common stock on the record date are entitled to cast one vote per share on each matter to be voted on at the special meeting. The required vote for each proposal to be voted on at the special meeting is set forth below.

As of the record date, there were approximately [ ] shares of our common stock outstanding and entitled to be voted at the special meeting. A quorum of stockholders is necessary to hold a special meeting. The holders of a majority of the outstanding shares of our common stock entitled to vote at the special meeting, either present in person or represented by proxy, will constitute a quorum at the special meeting. As a result, [ ] shares of our common stock must be

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represented by proxy or by stockholders present and entitled to vote at the special meeting to have a quorum. Shares of our common stock represented at the special meeting but not voted, including shares of our common stock for which we have received proxies indicating that the submitting stockholders have abstained, will be treated as present at the special meeting for purposes of determining the presence or absence of a quorum for the transaction of all other business. If a quorum is not present at the special meeting or if there are insufficient votes to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, we expect that the special meeting will be adjourned or postponed to solicit additional proxies.

### **What will I be asked to vote on at the special meeting?**

At the special meeting, you will be asked to consider and vote on the following proposals:

To authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, as more fully described in this proxy statement (a copy of the Share Purchase Agreement is attached as *Annex A* to the proxy statement);

To approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares;

To approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares; and

To transact such other business as may properly come before the meeting and any postponements or adjournments thereof.

### **How does Visteon's Board of Directors recommend that I vote on the proposals?**

Our Board of Directors, after considering the various factors described in the section entitled "The Sale of our HVCC shares - Reasons for the Sale of our HVCC shares," beginning on page [ ] determined that the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, are fair to, advisable, expedient and in the best interests of Visteon and its stockholders and approved, adopted and authorized the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares.

Our Board of Directors recommends that you vote **FOR** Proposal 1, to approve of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, **FOR** Proposal 2, to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies and **FOR** Proposal 3, to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

### **What vote is required to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares?**

The affirmative vote of the holders of a majority of the outstanding shares of our common stock entitled to vote thereon is required to approve the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares.

The failure of any stockholder of record to submit a signed proxy card, grant a proxy electronically over the Internet or by telephone or to vote in person by ballot at the special meeting will have the same effect as a vote **AGAINST** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. If you hold your shares in street name, the failure to instruct your broker, bank or other nominee on how to vote your shares will result in a broker non-vote and will have the same effect as a vote

**AGAINST** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. Abstentions will have the same effect as a vote **AGAINST** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares.



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**What vote is required to approve the proposal to approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies and the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of the HVCC shares?**

The affirmative vote of a majority of our shares of common stock represented at the special meeting, either in person or by proxy, and entitled to vote thereon, whether or not a quorum is present, is required to approve the proposal to approve one or more adjournments of the special meeting. Approval of the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares requires the affirmative vote of a majority of the shares of our common stock represented at the special meeting, in person or by proxy, and entitled to vote thereon.

The failure of any stockholder of record to submit a signed proxy card, grant a proxy electronically over the Internet or by telephone or to vote in person by ballot at the special meeting will not have any effect on the adjournment proposal or the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares. If you hold your shares in street name, the failure to instruct your broker, bank or other nominee on how to vote your shares will not have any effect on the adjournment proposal or the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares. Abstentions will have the same effect as a vote **AGAINST** the adjournment proposal and the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

**What is the proposal to adjourn the special meeting?**

If we have insufficient votes at the time of the special meeting to approve the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, even if a quorum is present, we expect that the special meeting will be adjourned to solicit additional proxies. If you have previously submitted a proxy on the proposals discussed in this proxy statement and wish to revoke it upon adjournment or postponement of the special meeting, you may do so.

**Am I entitled to appraisal or dissenters' rights in connection with the proposal to adjourn the special meeting?**

No. The General Corporation Law of the State of Delaware does not provide for stockholder appraisal or dissenters' rights in connection with this type of action.

**What is the difference between holding shares as a stockholder of record and as a beneficial owner?**

If your shares of Visteon common stock are registered directly in your name with our transfer agent, Computershare Shareowner Services, you are considered, with respect to those shares, to be the stockholder of record. In this case, this proxy statement and your proxy card have been sent directly to you by Visteon.

If your shares of Visteon common stock are held through a broker, bank or other nominee, you are considered the beneficial owner of the shares of Visteon common stock held in street name. In that case, this proxy statement has been forwarded to you by your broker, bank or other nominee who is considered, with respect to those shares, to be the stockholder of record. As the beneficial owner, you have the right to direct your broker, bank or other nominee on how to vote your shares of Visteon common stock by following their instructions for voting. You are also invited to attend the special meeting. However, because you are not the stockholder of record, you may not vote your shares of Visteon common stock in person at the special meeting unless you request and obtain a valid proxy from your broker, bank or other nominee.

**How do I vote?**

If you are a stockholder of record (that is, if your shares of Visteon common stock are registered in your name with Computershare Shareowner Services, our transfer agent), there are four ways to vote:

By attending the special meeting and voting in person by ballot;

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By visiting the Internet at the address on your proxy card;

By calling toll-free (within the U.S. or Canada) at the phone number on your proxy card; or

By completing, dating, signing and returning the enclosed proxy card in the accompanying prepaid reply envelope.

A control number, located on your proxy card, is designed to verify your identity and allow you to vote your shares of Visteon common stock, and to confirm that your voting instructions have been properly recorded when voting electronically over the Internet or by telephone. Please be aware that, although there is no charge for voting your shares of Visteon common stock, if you vote electronically over the Internet or by telephone, you may incur costs such as telephone and Internet access charges for which you will be responsible.

Even if you plan to attend the special meeting in person, you are strongly encouraged to vote your shares of Visteon common stock by proxy. If you are a record holder or if you obtain a valid proxy to vote shares of Visteon common stock which you beneficially own, you may still vote your shares of Visteon common stock in person at the special meeting even if you have previously voted by proxy. If you are present at the special meeting and vote in person, your previous vote by proxy will not be counted.

If your shares of Visteon common stock are held in street name through a broker, bank or other nominee, you may vote through your broker, bank or other nominee by completing and returning the voting form provided by your broker, bank or other nominee, or electronically over the Internet or by telephone through your broker, bank or other nominee if such a service is provided. To vote via the Internet or via telephone through your broker, bank or other nominee, you should follow the instructions on the voting form provided by your broker, bank or nominee.

**If I want to attend the special meeting, what should I do?**

If you wish to attend, you should come to Grace Lake Lodge, 40300 Tyler Road, Van Buren Township, Michigan 48111, at [ ], local time, on [ ], 2015. To attend the meeting, you will need to bring an admission ticket and photo identification. You will need to print an admission ticket in advance by visiting [www.proxyvote.com](http://www.proxyvote.com) and following the instructions there. You will need the 12-digit control number to access [www.proxyvote.com](http://www.proxyvote.com), which you can find on your proxy card, if this proxy statement was mailed to you, or your voting instruction card, if you hold your shares in street name through a broker, bank or other nominee. If you are not a stockholder as of the record date, you may be admitted to the meeting only if you have a valid legal proxy from a stockholder as of the record date who has obtained an admission ticket. You must present that proxy and admission ticket, as well as valid photo identification, at the entrance to the meeting. For additional information about attending the special meeting, see Meeting Admission beginning on page [ ] of this proxy statement.

**If my shares of Visteon common stock are held in street name by my broker, will my broker vote my shares for me?**

Not without your direction. Your broker, bank or other nominee will be permitted to vote your shares of Visteon common stock on any proposal only if you instruct your broker, bank or other nominee on how to vote. Under applicable stock exchange rules, brokers, banks or other nominees have the discretion to vote your shares of Visteon common stock on routine matters if you fail to instruct your broker, bank or other nominee on how to vote your shares with respect to such matters. The proposals in this proxy statement are non-routine matters, and brokers, banks and other nominees therefore cannot vote on these proposals without your instructions. Therefore, it is important that you instruct your broker, bank or nominee on how you wish to vote your shares of Visteon common stock.

You should follow the procedures provided by your broker, bank or other nominee regarding the voting of your shares of Visteon common stock. Without instructions, a broker non-vote will result, and your shares of Visteon common stock will not be voted. A broker non-vote will have the same effect as if you voted against the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, but will have no effect on the adjournment proposal or the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

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### **May I change my vote after I have mailed my signed proxy card or otherwise submitted my vote by proxy?**

Yes. If you are a stockholder of record, you may change your vote or revoke your proxy at any time before it is voted at the special meeting by:

Submitting a new proxy electronically over the Internet or by telephone after the date of the earlier submitted proxy;

Delivering a written notice of revocation to our Corporate Secretary;

Signing another proxy card with a later date and returning it to us prior to the special meeting; or

Attending the special meeting and voting in person.

If you hold your shares of Visteon common stock in street name, you should contact your broker, bank or other nominee for instructions regarding how to change your vote. You may also vote in person at the special meeting if you obtain a valid proxy from your broker, bank or other nominee.

### **What is a proxy?**

A proxy is your legal designation of another person, referred to as a proxy, to vote your shares of Visteon common stock. The written document describing the matters to be considered and voted on at the special meeting is called a proxy statement. The document used to designate a proxy to vote your shares of Visteon common stock is called a proxy card. Our Board of Directors has designated Jeffrey M. Stafeil and Heidi A. Sepanik, and each of them with full power of substitution, as proxies for the special meeting.

### **If a stockholder gives a proxy, how are the shares voted?**

Regardless of the method you choose to vote, the individuals named on the enclosed proxy card, or your proxies, will vote your shares of Visteon common stock in the way that you indicate. When completing the Internet or telephone process or the proxy card, you may specify whether your shares of Visteon common stock should be voted for or against or to abstain from voting on all, some or none of the specific items of business to come before the special meeting.

If you properly sign your proxy card but do not mark the boxes showing how your shares of Visteon common stock should be voted on a matter, the shares represented by your properly signed proxy will be voted (i) **FOR** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, (ii) **FOR** the proposal to approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares and (iii) **FOR** the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

### **What should I do if I receive more than one proxy card?**

You may receive more than one set of voting materials, including multiple copies of this proxy statement and multiple proxy cards or voting instruction cards. For example, if you hold your shares of Visteon common stock in more than one brokerage account, you will receive a separate voting instruction card for each brokerage account in which you hold shares of Visteon common stock. If you are a stockholder of record and your shares of Visteon common stock are registered in more than one name, you will receive more than one proxy card. Please complete, date, sign and return (or vote via the Internet or telephone with respect to) each proxy card and voting instruction card that you receive.

### **Where can I find the voting results of the special meeting?**

## Edgar Filing: VISTEON CORP - Form PRER14A

Visteon intends to announce preliminary voting results at the special meeting and publish final results in a Current Report on Form 8-K that will be filed with the SEC following the special meeting. All reports Visteon files with the SEC are publicly available when filed. See "Where You Can Find More Information" beginning on page [ ] of this proxy statement. You will also find the results in the investor information section of Visteon's website ([www.visteon.com/investors](http://www.visteon.com/investors)).



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**Who can help answer my other questions?**

If you have any questions concerning the Share Purchase Agreement, the sale of our HVCC shares, the special meeting or this proxy statement, would like additional copies of this proxy statement or need help voting your shares of our common stock, please contact our proxy solicitor: Geogeson Inc., by calling (800) 676-0194 toll-free.

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**CAUTIONARY STATEMENT REGARDING FORWARD LOOKING STATEMENTS**

Certain statements contained or incorporated by reference in this proxy statement which are not statements of historical fact constitute

Forward-Looking Statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements give current expectations or forecasts of future events. Words such as anticipate, expect, intend, plan, believe, seek, estimate and other words of similar meaning in connection with discussions of future operating or financial performance signify forward-looking statements. These statements reflect Visteon's current views with respect to future events and are based on assumptions and estimates, which are subject to risks and uncertainties including those discussed under the heading Risk Factors in our most recent filings on Forms 10-K and 10-Q (see Where You Can Find More Information beginning on page [ ]) and factors and matters described or incorporated by reference in this proxy statement. Accordingly, undue reliance should not be placed on these forward-looking statements. Also, these forward-looking statements represent Visteon's estimates and assumptions only as of the date of this proxy statement. Visteon does not intend to update any of these forward-looking statements to reflect circumstances or events that occur after the statement is made and qualifies all of its forward-looking statements by these cautionary statements.

You should understand that various factors, in addition to those discussed elsewhere in this proxy statement, could affect Visteon's future results and could cause results to differ materially from those expressed in such forward-looking statements, including:

the inability to complete the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, due to the failure to obtain stockholder approval or the failure to satisfy other conditions to completion of the sale of the HVCC shares, including receipt of required regulatory approvals;

the occurrence of any event, change or other circumstances that could give rise to the termination of the Share Purchase Agreement, including a termination of the Share Purchase Agreement under circumstances that could require us to pay a termination fee of up to \$107,300,000 and/or reimburse certain expenses of Purchasers of up to \$5.0 million;

the failure by Hahn to obtain the necessary equity and debt financing set forth in the financing commitments entered into in connection with the Share Purchase Agreement, or alternative financing, as applicable, or the failure of any such financing to be sufficient to consummate the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares;

risks that the proposed transaction disrupts current plans and operations and or affects our ability to retain or recruit key employees;

the fact that, although Hahn must use reasonable best efforts to obtain the necessary equity and debt financing contemplated by the equity commitment letters and debt commitment letters, there is a risk that such financing might not be obtained and that, in certain instances, Visteon's only viable recourse would be to pursue a reverse termination fee;

the effect of the announcement of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, on our business relationships (including, without limitation, customers and vendors), operating results and business generally;

the amount of the costs, fees, expenses and charges related to the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares;

risks related to diverting management's or employee's attention from ongoing business concerns;

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risk that our stock price may decline if the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, are not consummated;

risks related to obtaining the requisite consents to the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, including, without limitation, the timing (and possible delays) and receipt of regulatory approval under the antitrust or competition laws of China, Czech Republic, India, Korea, Russia, Slovakia, Turkey and the United States, and the risk that such consents might not be received;

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the risk that the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, may not be consummated in the time frame expected by the parties or at all;

Purchasers' ability to consummate the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares;

the failure of the sale of our HVCC shares to close for any other reason;

the nature, cost and outcome of any litigation or other legal proceedings, including any such proceedings related to the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares;

limitations placed on our ability to influence HVCC by the terms of the Share Purchase Agreement;

the limited nature of our business if the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, are consummated;

the fact that Visteon stockholders would forgo the opportunity to realize the potential benefits of any future growth of HVCC; and

other factors, risks and uncertainties detailed from time to time in Visteon's SEC filings.

**EXCHANGE RATE INFORMATION AND CURRENCIES**

As discussed previously in this proxy statement, for purposes of certain calculations relating to the purchase price, the parties have agreed in the Share Purchase Agreement to a fixed exchange rate of \$1 to KRW 1,086.4, which was also the exchange rate on December 16, 2014, the latest practicable date for which such information was available prior to the signing of the Share Purchase Agreement, based on data provided by Bloomberg. We refer to this exchange rate in this proxy statement as the reference exchange rate, and we use it from time to time in this proxy statement to compare amounts denominated in Korean Won to their U.S. dollar equivalents. The USD to KRW exchange rate has fluctuated since the signing of the Share Purchase Agreement, and will likely fluctuate between the date of this proxy statement and the closing of the transaction.

The following table shows, for the periods indicated, information concerning the exchange rate between U.S. dollars and Korean Won. The information in the following table is expressed in U.S. dollars per Korean Won and is based on data provided by Bloomberg, as of 5:00 p.m., eastern time, other than the high and low prices, which were the high and low prices at any time in the applicable period.

On April [ ], 2015, the latest practicable date for which such information was available prior to the printing of this proxy statement, the exchange rate, based on data provided by Bloomberg, was \$[ ] to KRW[ ]. These translations should not be construed as a representation that the U.S. dollar amounts actually represent, or could be converted into, Korean Won at the rates indicated.

	Period-end rate U.S.\$	Average rate U.S.\$	High U.S.\$	Low U.S.\$
<b>Recent monthly data</b>				
March 2015	1,109.69	1,105.00	1,137.46	1,094.60
February 2015	1,098.00	1,098.00	1,113.74	1,084.26
January 2015	1,093.68	1,093.68	1,111.70	1,072.15
December 2014	1,090.98	1,090.98	1,120.20	1,080.83
November 2014	1,108.06	1,108.06	1,117.07	1,068.00

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October 2014	1,068.82	1,168.82	1,074.75	1,045.58
<b>Annual Data (year ended December 31)</b>				
2014	1,090.98	1,055.53	1,122.20	1,008.37
2013	1,049.80	1,097.49	1,162.90	1,048.10
2012	1,064.40	1,128.68	1,185.53	1,064.40
2011	1,152.45	1,111.65	1,208.25	1,048.30
2010	1,126.00	1,161.69	1,277.85	1,102.85

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In this proxy statement, unless otherwise specified or the context otherwise requires:

Korean Won or KRW each refer to the lawful currency of the Republic of Korea; and

U.S. dollars, USD, dollars, or \$ each refer to the lawful currency of the United States.

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**THE SPECIAL MEETING**

The enclosed proxy is solicited on behalf of our Board of Directors for use at the special meeting of Visteon stockholders or at any adjournments or postponements thereof.

**Date, Time and Place**

We will hold the special meeting on [ ], 2015 at Grace Lake Lodge, 40300 Tyler Road, Van Buren Township, Michigan 48111, at [ ], local time.

**Purpose of the Special Meeting**

At the special meeting, we will ask our stockholders of record as of the record date to consider and vote on the following proposals:

1. To authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, as more fully described in this proxy statement (a copy of the Share Purchase Agreement is attached as Annex A to the proxy statement);
2. To approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares;
3. To approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares; and
4. To transact such other business as may properly come before the special meeting and any postponements or adjournments thereof.

**Record Date; Shares Entitled to Vote; Quorum**

Only stockholders of record as of the close of business on [ ], the record date for the special meeting, are entitled to notice of the special meeting and to vote at the special meeting or at any adjournments or postponements thereof. A list of stockholders entitled to vote at the special meeting will be available in our offices located at One Village Drive, Van Buren Township, Michigan 48111, during regular business hours for a period of at least ten days before the special meeting and at the place of the special meeting during the meeting.

As of the record date, there were approximately [ ] of our common stock outstanding and entitled to be voted at the special meeting.

A quorum of stockholders is necessary to hold a special meeting. The holders of a majority of the outstanding shares of our common stock entitled to vote at the special meeting, either present in person or represented by proxy, will constitute a quorum at the special meeting. As a result, [ ] shares of Visteon common stock must be represented by proxy or by stockholders present and entitled to vote at the special meeting to have a quorum.

In the event that a quorum is not present at the special meeting, it is expected that the meeting would be adjourned to a later date to solicit additional proxies.

**Vote Required; Abstentions and Broker Non-Votes**

The affirmative vote of the holders of a majority of the outstanding shares of our common stock entitled to vote thereon is required to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. The approval by our stockholders of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, is a condition to the consummation of the closing of the sale of our HVCC shares.

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Approval of the proposal to approve one or more adjournments of the special meeting, whether or not a quorum is present, requires the affirmative vote of a majority of the shares of our common stock represented at the special meeting, either in person or by proxy, and entitled to vote thereon. Approval of the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of the HVCC shares requires the affirmative vote of a majority of the shares of our common stock represented at the special meeting, in person or by proxy, and entitled to vote thereon.

If a Visteon stockholder abstains from voting, the abstention will have the same effect as if the stockholder voted **AGAINST** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. For stockholders who attend the meeting or are represented by proxy and abstain from voting, the abstention will have the same effect as if the stockholder voted **AGAINST** the proposal to approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares and **AGAINST** the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

If you hold your shares of Visteon common stock in street name, the failure to instruct your broker, bank or other nominee on how to vote your shares will result in a broker non-vote, and each broker non-vote will count as a vote **AGAINST** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, but will have no effect on the proposal to approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares and the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

**Shares Held by Visteon's Directors and Executive Officers**

As of [ ], 2015, the record date for the special meeting, our directors and executive officers beneficially owned and were entitled to vote, in the aggregate, [ ] shares of our common stock (excluding any shares of our common stock that would be delivered upon exercise or conversion of stock options or other equity-based awards), representing approximately [ ]% of the outstanding shares of our common stock. Our directors and executive officers have informed us that they currently intend to vote all of their shares of Visteon common stock (i) **FOR** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, (ii) **FOR** the proposal to approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, and (iii) **FOR** the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

**Voting of Proxies**

If your shares of Visteon common stock are registered in your name with our transfer agent, Computershare Shareowner Services, you may cause your shares of Visteon common stock to be voted by returning a signed proxy card, or you may vote in person at the special meeting. Additionally, you may submit electronically over the Internet or by phone a proxy authorizing the voting of your shares of Visteon common stock by following the instructions on your proxy card. You must have the enclosed proxy card available, and follow the instructions on the proxy card, in order to submit a proxy electronically over the Internet or by telephone. Based on your proxy cards or Internet and telephone proxies, the proxy holders will vote your shares of Visteon common stock according to your directions.

If you plan to attend the special meeting and wish to vote in person, you will be given a ballot at the meeting. If your shares of Visteon common stock are registered in your name, you are encouraged to vote by proxy even if you plan to attend the special meeting in person. If you attend the special meeting and vote in person, your vote by ballot will revoke any proxy previously submitted.



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Voting instructions are included on your proxy card. All shares of Visteon common stock represented by properly executed proxies received in time for the special meeting will be voted at the special meeting in accordance with the instructions of the stockholder. Properly executed proxies that do not contain voting instructions will be voted (i) **FOR** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, (ii) **FOR** the proposal to approve one or more adjournments of the special meeting to a later date or dates if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares and (iii) **FOR** the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares. No proxy that is specifically marked against the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, will be voted in favor of the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares, unless it is specifically marked **FOR** the approval of such proposal.

If your shares of Visteon common stock are held in street name through a broker, bank or other nominee, you may vote through your broker, bank or other nominee by completing and returning the voting form provided by your broker, bank or other nominee, or by the Internet or telephone through your broker, bank or other nominee if such a service is provided. To vote via the Internet or telephone through your broker, bank or other nominee, you should follow the instructions on the voting form provided by your broker, bank or other nominee. Under applicable stock exchange rules, brokers, banks or other nominees have the discretion to vote your shares of Visteon common stock on routine matters if you fail to instruct your broker, bank or other nominee on how to vote your shares of Visteon common stock with respect to such matters. The proposals in this proxy statement are non-routine matters, and brokers, banks and other nominees therefore cannot vote on these proposals without your instructions. If you do not return your broker's, bank's or other nominee's voting form, do not vote via the Internet or telephone through your broker, bank or other nominee, if applicable, or do not attend the special meeting and vote in person with a proxy from your broker, bank or other nominee, such actions will result in a broker non-vote and will have the same effect as if you voted **AGAINST** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, but will not have any effect on the adjournment proposal or the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

### **Revocability of Proxies**

If you are a stockholder of record, you may change your vote or revoke your proxy at any time before it is voted at the special meeting by:

Submitting a new proxy electronically over the Internet or by telephone after the date of the earlier submitted proxy;

Delivering a written notice of revocation to our Corporate Secretary;

Signing another proxy card with a later date and returning it to us prior to the special meeting; or

Attending the special meeting and voting in person.

Please note that to be effective, your new proxy card, Internet or telephonic voting instructions or written notice of revocation must be received by our Corporate Secretary prior to the special meeting and, in the case of Internet or telephonic voting instructions, must be received before [ ], local time, on [ ], 2015. If you have submitted a proxy, your appearance at the special meeting, in the absence of voting in person or submitting an additional proxy or revocation, will not have the effect of revoking your prior proxy.

If you hold your shares of our common stock in street name, you should contact your broker, bank or other nominee for instructions regarding how to change your vote. You may also vote in person at the special meeting if you obtain a valid proxy from your broker, bank or other nominee. Any adjournment of the special meeting for the purpose of soliciting additional proxies will allow Visteon stockholders who have already sent in their proxies to revoke them at any time prior to their use at the special meeting, as adjourned.

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**Board of Directors Recommendation**

Our Board of Directors, after considering the various factors described in the section entitled "The Sale of our HVCC shares - Reasons for the Sale of our HVCC shares," beginning on page [ ] determined that the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, are fair to, advisable, expedient and in the best interests of Visteon and its stockholders and approved, adopted and authorized the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares.

Our Board of Directors recommends that you vote **FOR** Proposal 1, to approve of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, **FOR** Proposal 2, to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies and **FOR** Proposal 3, to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.

**Solicitation of Proxies**

The expense of soliciting proxies in the enclosed form will be borne by Visteon on behalf of its Board of Directors. We have retained Georgeson Inc., a proxy solicitation firm, to solicit proxies in connection with the special meeting at a cost of approximately \$8,000 plus reasonable out-of-pocket expenses. We have agreed to indemnify Georgeson against losses arising out of its provision of such services on our behalf. In addition, we may reimburse brokers, banks and other custodians, nominees and fiduciaries representing beneficial owners of shares for their expenses in forwarding soliciting materials to such beneficial owners. Proxies may also be solicited by some of our directors, officers and employees, personally or by telephone, facsimile or other means of communication. No additional compensation will be paid for such services.

**Anticipated Date of Completion of the Sale of Our HVCC Shares**

Assuming timely satisfaction or waiver of necessary closing conditions, including the approval by our stockholders of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, and the approval or expiration or termination of waiting periods (including any extensions thereof) required to be obtained or to have occurred under the antitrust or competition laws of certain applicable jurisdictions, we anticipate the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, will be completed in the first half of 2015.

**Appraisal or Dissenters Rights**

No appraisal or dissenters' rights are available to our stockholders under the General Corporation Law of the State of Delaware or our certificate of incorporation or bylaws in connection with the approval of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares.

**Other Matters**

At this time, we know of no other matters to be submitted at the special meeting.

**Householding of Special Meeting Materials**

The SEC has adopted rules that allow us to send a single copy of this proxy statement to two or more stockholders sharing the same address. We may do this only if the stockholders at that address share the same last name or if we reasonably believe that the stockholders are members of the same family. If we are mailing a paper copy of our proxy statement, the rules require us to send each stockholder at the shared address a separate proxy card.

We believe this rule is beneficial to both our stockholders and to us. Our printing and postage costs are lowered anytime we eliminate duplicate mailings to the same household. However, stockholders at a shared address may revoke their consent to the householding program and receive a separate copy of the proxy statement. If you have elected to

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receive paper copies of our proxy materials and want to receive a separate copy of this proxy statement, please call Broadridge at (800) 579-1639. If you consented to the householding program and wish to revoke your consent for future years, simply call, toll free, (800) 579-1639, or write to Broadridge, Household Department, 51 Mercedes Way, Edgewood, New York 11717.

If you received more than one proxy card, then you probably have multiple accounts with us and/or brokers, banks or other nominees. You should vote all of the shares represented by these proxy cards. Certain brokers, banks and nominees have procedures in place to discontinue duplicate mailings upon a stockholder's request. You should contact your broker, bank or nominee for more information. Additionally, our transfer agent, Computershare Shareowner Services, can assist you if you want to consolidate multiple registered accounts existing in your name. To contact our transfer agent, write to Visteon Corporation, c/o Computershare, P.O. Box 43006, Providence, RI 02940-3006, or call (877) 881-5962.

### **THE SALE OF OUR HVCC SHARES**

*The following discussion of the sale of our HVCC shares by Visteon and VIHI, as sellers, to Hahn and Hankook, as purchasers, pursuant to the terms of the Share Purchase Agreement is qualified in its entirety by reference to the Share Purchase Agreement, which is attached to this proxy statement as Annex A and incorporated into this proxy statement by reference. We encourage you to read carefully in its entirety the Share Purchase Agreement attached to this proxy statement as Annex A for the complete terms of the sale of our HVCC shares and other information that might be important to you.*

#### **Parties to the Share Purchase Agreement**

##### ***Visteon Corporation***

Visteon is a global automotive supplier that designs, engineers and manufactures innovative products for nearly every vehicle manufacturer worldwide. Visteon delivers value for its customers and stockholders through two technology-focused core businesses: vehicle cockpit electronics and thermal energy management. Visteon, through its wholly owned subsidiary VIHI, owns approximately 70 percent (70%) of HVCC, one of only two global full-line automotive thermal management suppliers. With corporate offices in Van Buren Township, Mich. (U.S.); Shanghai, China; and Chelmsford, UK; Visteon has approximately 26,000 employees at facilities in 29 countries.

Our principal executive offices are located at One Village Center Drive, Van Buren Township, Michigan, 48111, and the telephone number at our principal executive offices is (800) VISTEON.

##### ***VIHI, LLC***

VIHI is a wholly owned subsidiary of Visteon. VIHI owns approximately seventy percent (70%) of the outstanding equity interests of HVCC. Visteon formed VIHI for the purpose of holding many of its foreign subsidiaries and joint ventures, including HVCC.

VIHI's principal executive offices and principal place of business are located at 8000 Szekesfehervar Aszalvolgyi, ut 9-11, Hungary. The telephone number at VIHI's principal executive offices is +36-22-530217.

##### ***Hahn & Co. Auto Holdings Co., Ltd.***

Hahn, a limited company organized under the laws of the Republic of Korea, was formed by affiliates of Hahn & Co. principally for the purpose of purchasing our HVCC shares and completing the transactions contemplated by the Share Purchase Agreement, including the related financing transactions. Hahn & Co. is a private equity investment firm focused on making corporate acquisitions and investments in Korea.

Hahn's principal executive offices are located at 21F Ferrum Tower, 66 Suha-Dong, Chung-Gu, Seoul 100-210, Korea, and the telephone number at Hahn's principal executive offices is +82-2-6353-7900.

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### ***Hankook Tire Co., Ltd.***

Hankook, a limited company organized under the laws of the Republic of Korea, is a global tire manufacturer that supplies original equipment tires to automakers and replacement tires to the replacement tire market globally. In addition to its tire production, Hankook Tire Group (of which Hankook is a member) also supplies batteries and brake pads through its affiliated companies.

Hankook's principal executive offices are located at 133 Teheran-ro (Yeoksam-dong), Gangnam-gu, Seoul 135-723, Korea, and the telephone number at Hankook's principal executive offices is +82 2 2222 1000.

### **Background of the Sale of our HVCC shares**

The following chronology summarizes the important meetings, conversations and events that led to the signing of the Share Purchase Agreement. This chronology covers only key events leading up to the signing of the Share Purchase Agreement and does not purport to catalogue every conversation between representatives of Visteon, VIHI, HVCC, Hahn & Co., Hankook or other parties.

As part of its ongoing evaluation of Visteon's business, Visteon's Board of Directors and senior management continually review and assess opportunities to increase stockholder value and achieve long-term strategic goals, including, among other things, strategic alliances and partnerships to grow Visteon's business, potential opportunities for business combinations, internal restructurings and investments and other strategic alternatives. As part of this review, representatives of Rothschild and UBS periodically meet with Visteon's Board of Directors and management and present their respective analyses with respect to potential acquisitions, dispositions and other strategic transactions. The Board of Directors of Visteon selected each of Rothschild and UBS based on their qualifications, expertise and reputation and their knowledge of the industries in which Visteon conducts its business.

On August 19, 2014, the finance and corporate strategy committee of the Visteon Board of Directors met to discuss certain potential strategic paths for Visteon that were being analyzed by Visteon's management, which included separation scenarios for the climate and electronics businesses. Also present at the meeting were Jeffrey M. Stafeil, Executive Vice President and Chief Financial Officer of Visteon, Mr. Michael J. Widgren, Senior Vice President and Corporate Controller of Visteon, Mr. Peter M. Ziparo, Vice President and General Counsel of Visteon, Mr. William Robertson, Corporate Finance Director of Visteon, Mr. Robert Aprilliano, Corporate Tax Director of Visteon, Ms. Heidi A. Sepanik, Secretary of Visteon, representatives of UBS and representatives of Ernst & Young LLP. Mr. Timothy D. Leuliette, Chief Executive Officer, President and Director of Visteon, advised the committee that the most recent analysis had focused on three options for separating the businesses: HVCC acquiring the electronics business, Visteon selling its HVCC shares and Visteon spinning off the HVCC shares in a tax-free spin-off into a new U.S. holding company. Mr. Stafeil then discussed the financial rationale for pursuing each option. After much discussion by the committee of the benefits and challenges of each option, the committee authorized Visteon management to continue their work on analyzing the separation options.

In early September 2014, while Visteon's management was considering various strategic paths, Mr. Scott Sang-Won Hahn, President and Chief Executive Officer of Hahn & Co., contacted a representative of Rothschild, to inquire about the potential availability of a portion of our HVCC shares. In October of 2012, Hahn & Co. had signed a non-disclosure agreement with Visteon to explore strategic alternatives for HVCC, and Mr. Hahn explained to the representative of Rothschild that he had been following HVCC since Visteon's terminated tender offer for the approximately 30% of the outstanding HVCC shares that it did not own in 2012. The representative of Rothschild communicated Mr. Hahn's inquiry to Visteon's management.

On September 14, 2014, the finance and strategy committee of the Visteon Board of Directors met to discuss the potential strategic paths for Visteon. Also present at the meeting were Mr. Stafeil, Mr. Robert R. Krakowiak, Vice President and Treasurer of Visteon, Mr. Ziparo, Ms. Sepanik, Mr. Robertson, Mr. Aprilliano, representatives of UBS, representatives of Ernst & Young LLP and a representative of Skadden, Arps, Slate, Meagher & Flom, LLP (Skadden Arps), Visteon's legal advisor. Mr. Leuliette began the meeting by discussing the ongoing evaluation by Visteon management of the separation scenarios for the climate and electronics businesses. Mr. Leuliette also discussed recent press reports regarding the separation scenarios. A representative of Skadden Arps discussed the fiduciary duties of

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members of the Board of Directors in reviewing potential strategic alternatives for Visteon, including the potential sale of our HVCC shares. Mr. Leuliette then discussed Hahn & Co.'s inquiry. The committee then discussed the feasibility of a sale or partial sale of our HVCC shares, including a potential two-step transaction involving the sale of a portion of our HVCC shares followed by a spin-off of the remaining shares into a new U.S. holding company.

Over the course of the next several months, Visteon management, in consultation with its financial advisors, Rothschild and UBS, and its legal advisor, Skadden Arps, considered various strategic paths related to the separation of the climate and electronics businesses. Management ultimately determined that either a sale of its HVCC shares or spin-off of its HVCC shares into a new U.S. holding company showed the most promise.

On September 18, 2014, Hahn & Co. executed another confidentiality agreement with Visteon and indicated that it would be able to provide a proposal to acquire our HVCC shares within a few weeks based on information Hahn & Co. received pursuant to the non-disclosure agreement in October of 2012 and additional diligence materials to be provided pursuant to the new confidentiality agreement. Visteon provided Hahn & Co. initial diligence materials on September 21, 2014. Hahn & Co. and its advisors, with the assistance of representatives of Visteon, HVCC and Rothschild, commenced detailed in-person due diligence of HVCC at Visteon's headquarters beginning the first full week of October 2014. Hahn & Co. and Visteon participated in multiple follow-up diligence calls on sales, finance and tax through October 2014. On October 17, 2014, Hahn & Co. provided an initial indication of interest to acquire the HVCC shares owned by Visteon for a price per share of KRW47,250 (or approximately \$43.49 per share, using the reference exchange rate). On October 20, 2014, Hahn & Co. provided a revised indication of interest to acquire the HVCC shares owned by Visteon for a price per share of KRW50,000 (or approximately \$46.02 per share, using the reference exchange rate). The revised indication of interest was accompanied by support letters in connection with the debt and equity financing.

After the press reports speculated on the potential separation scenarios of Visteon's climate and electronics businesses, Party A contacted representatives of UBS Korea about its potential interest in our HVCC shares. On October 6, 2014, representatives of UBS discussed the potential opportunity with representatives of Party A. On October 7, 2014, Party A executed a confidentiality agreement with Visteon. On October 8, 2014, a representative of Party A discussed the potential opportunity with Mr. Stafeil. Certain diligence materials were made available to Party A, although Party A did not conduct in-person diligence at Visteon's headquarters. On October 20, 2014, Party A submitted a letter to Mr. Stafeil stating its intention to submit a preliminary proposal to purchase the HVCC shares owned by Visteon by October 27, 2014.

Both Hahn & Co. and Party A indicated that they would be unwilling to expend significant resources pursuing a potential purchase of our HVCC shares unless granted exclusivity for a limited period of time by Visteon.

Prior to the Board of Directors' directive for management to study potential strategic alternatives relative to the two businesses to increase stockholder value, representatives of Rothschild had discussions with Party B regarding potential strategic transactions with Visteon, including combining HVCC with a business segment of Party B. Party B expressed interest in acquiring our HVCC shares, with the ultimate goal of acquiring 100% of HVCC's outstanding shares. Through September and October 2014, Party B had discussions with Mr. Leuliette and Mr. Stafeil in order to assess the feasibility of implementing such a transaction.

In connection with the potential spin-off of our HVCC shares, in September and October 2014, Visteon management, working with representatives of Ernst & Young LLP and representatives of Skadden Arps, explored the possibility of a tax-free spin-off of our HVCC shares into a new holding company, through a tax-free spin-off of Visteon's shares in HVCC into a new U.S. holding company.

On October 21, 2014, the finance and corporate strategy committee of Visteon's Board of Directors met. Also present at the meeting were Mr. Stafeil, Mr. Krakowiak, Mr. Ziparo, Ms. Sepanik, Mr. Robertson, Mr. Aprilliano, representatives of Rothschild, representatives of UBS, representatives of Ernst & Young LLP and representatives of Skadden Arps. Mr. Leuliette began with an update on the evaluation by Visteon management of potential strategic paths for Visteon and the progress being made on each path, including the discussions that had occurred with Hahn & Co., Party A and Party B, the indication of interest for our HVCC shares provided by Hahn & Co. and the letter from

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Party A stating its intention to submit a proposal to acquire our HVCC shares. Representatives of UBS then provided an overview of each of Hahn & Co., Party A and Party B, including any past transactions in Korea. A representative of Skadden Arps discussed the Board of Directors fiduciary duties in connection with the potential strategic alternatives. The committee instructed management to continue working with Hahn & Co., Party A and Party B in their due diligence efforts and to solicit proposals from each of Hahn & Co., Party A and Party B, with each such proposal to be documented in memorandum of understanding ( MOU ). The committee discussed the requirement of each of Hahn & Co. and Party A that exclusivity be granted. Further, due to the limited number of parties then being contacted in the potential sale process, the committee also discussed the necessity of a go-shop provision in the event a sale agreement was ultimately executed. The committee consulted with representatives of Skadden Arps, Rothschild and UBS regarding the benefits and limitations of an exclusive negotiation process followed by a go-shop period as compared to an auction process involving a limited number of private equity and strategic bidders. The committee also instructed management to continue to analyze the potential of a tax-free spin-off of the HVCC shares into a new U.S. holding company.

After the October 21, 2014 Board of Directors meeting, Visteon management, with the assistance of its advisors, prepared a form of MOU that would form the basis of definitive agreements to be executed in connection with any purchase of our HVCC shares. The MOU contained provisions, among others, relating to Visteon's ability to solicit competing proposals for its HVCC shares during a go-shop period and exclusivity. On October 24, 2014, the form MOU was provided to each of Hahn and Party A by representatives of Rothschild and UBS, respectively. On October 27, 2014, Hahn & Co. provided an updated indication of interest to acquire our HVCC shares at a price per share of KRW50,000 (or approximately \$46.02 per share, using the reference exchange rate), along with a mark-up of the MOU. Hahn & Co.'s proposal contemplated that it would be entitled to any dividends on our HVCC shares for fiscal year ended 2014. The mark-up of the MOU by Hahn & Co. retained Visteon's ability to solicit competing proposals for its HVCC shares during a go-shop period. Also on October 27, 2014, Party A provided its initial indication of interest to acquire our HVCC shares at a price per share of KRW46,185 (or approximately \$42.51 per share, using the reference exchange rate), along with a markup of the MOU. Party A's proposal contemplated that Visteon would be entitled to any dividends on its HVCC shares for fiscal year ended 2014, but subject to a cap. The mark-up of the MOU by Party A removed Visteon's ability to solicit competing proposals for its HVCC shares during a go-shop period. On October 27, 2014, Party B informed a representative of Rothschild that it was not interested in pursuing a purchase of our HVCC shares due to the complexity of acquiring all of the outstanding HVCC shares.

During the evening of October 27, 2014, discussions among management of Visteon and representatives of Hahn & Co. resulted in Hahn & Co. raising its indication of interest price to KRW52,000 per share (or approximately \$47.86 per share, using the reference exchange rate), less the dividend for the fiscal year ended 2014 (the amount of the dividends on our HVCC shares for fiscal year ended 2013 having been KRW970 per share (or approximately \$0.89 per share, using the reference exchange rate)) in addition to other changes in the terms of the MOU, including but not limited to, deal termination fees, transaction timetables and capital commitments. The closing price of HVCC shares on October 27, 2014 was KRW49,200 per share (or approximately \$45.29 per share, using the reference exchange rate).

On October 28, 2014, the finance and corporate strategy committee of the Visteon Board of Directors met to discuss the proposals from Hahn & Co. and Party A. Also present at the meeting were Mr. Stafeil, Mr. Krakowiak, Mr. Ziparo, Ms. Sepanik, Mr. Robertson, Mr. Aprilliano, representatives of Rothschild, representatives of UBS, representatives of Ernst & Young LLP and representatives of Skadden Arps. Mr. Leuliette and representatives of Rothschild and UBS provided the finance and strategy committee with a summary of the indicative proposals received from Hahn & Co. and Party A. The finance and corporate strategy committee compared the proposals, including the valuation proposed and the certainty of closing. Mr. Leuliette also advised the committee that Party B had decided not to pursue a purchase of our HVCC shares. The finance and corporate strategy committee agreed to recommend that Visteon's Board of Directors approve the selection of Hahn & Co. as the preferred bidder for the purchase of our HVCC shares and instructed management to negotiate an MOU with Hahn & Co. in which it would provide Hahn & Co. with exclusivity until December 15, 2014, to work towards executing definitive agreements to purchase our HVCC shares, subject to Hahn & Co. meeting certain milestones. Mr. Jeffrey D. Jones, a member of the finance and strategy committee of the Visteon Board of Directors, advised the other members that his law firm, Kim & Chang, had an existing relationship with each of Hahn & Co. and Party A. The other members agreed that Mr. Jones' expertise and knowledge of Korean

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matters was very helpful to the committee as it evaluated the merits of a proposed sale of our HVCC shares. Mr. Jones agreed to continue participating in board discussions and deliberations, but would recuse himself from voting on the proposed sale of our HVCC shares.

Between October 28, 2014 and October 31, 2014, Skadden Arps and Weil, Gotshal and Manges LLP (Weil), Hahn & Co.'s legal advisor, negotiated the terms of an MOU. Visteon and Hahn & Co. executed the MOU on October 31, 2014. The executed MOU provided Hahn & Co. with exclusivity to pursue the acquisition of our HVCC shares until December 15, 2014, subject to Hahn & Co. meeting certain milestones relating to due diligence, negotiation of a purchase agreement and the obtaining of financing. Party A did approach Visteon during the exclusivity period although no discussions could take place.

On November 4, 2014, Visteon formally entered into engagement letters with each of Rothschild and UBS in connection with the proposed sale of our HVCC shares.

Between November 12, 2014 and December 11, 2014, drafts of the Share Purchase Agreement, a transition agreement and various documents and agreements relating to the debt and equity financing of Hahn & Co. were exchanged and negotiated by Visteon, its financial advisors and legal advisor, and Hahn & Co., and its legal advisors.

On December 11, 2014, the Visteon Board of Directors met. Also present at the meeting were Mr. Stafeil, Mr. Ziparo, representatives of Rothschild and UBS and representatives of Skadden Arps. Mr. Leuliette, representatives of Rothschild and UBS and representatives of Skadden Arps provided the Board of Directors with an update on the proposed transaction with Hahn & Co.

From December 11, 2014 through December 16, 2014, Visteon, its financial advisors and legal advisor, and Hahn & Co. and its legal advisors negotiated and finalized the terms of the Share Purchase Agreement, a transition agreement, the debt commitment letters, the equity commitment letters and various schedules related thereto.

On December 12, 2014, the Visteon Board of Directors met. Also present at the meeting were representatives of UBS, who presented to the Board of Directors UBS's valuation analysis with respect to our HVCC shares.

On December 16, 2014, the Visteon Board of Directors met. Also present at the meeting were Mr. Stafeil, Mr. Ziparo, representatives of Rothschild and UBS and representatives of Skadden Arps. A representative of Skadden Arps reviewed the Board of Directors' fiduciary duties in connection with the proposed transaction with Hahn & Co. Mr. Leuliette then provided an update on the proposed transaction with Hahn & Co. since the previous Board of Directors meeting. Next, representatives of Rothschild reviewed Rothschild's financial analysis of the proposed transaction and then delivered its oral opinion, subsequently confirmed in writing, to the Visteon Board of Directors that, as of December 16, 2014 and based upon and subject to the assumptions made, procedures followed, matters considered and limitations on the review undertaken by Rothschild as set forth in its opinion, the purchase price to be paid by Purchasers to VIHI pursuant to the Share Purchase Agreement was fair, from a financial point of view, to Visteon. Then representatives of UBS provided UBS' analysis and opinion that the proposed purchase price of KRW52,000 per share for our HVCC shares was fair from a financial point of view to Visteon. Mr. Ziparo then reviewed the definitive documentation for the transaction. Representatives of Rothschild and UBS then reviewed the planned go-shop process that would commence after execution of the definitive Share Purchase Agreement. The Visteon Board of Directors then determined that the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, were fair to, advisable, expedient and in the best interests of Visteon and its stockholders and approved the Share Purchase Agreement and the transactions contemplated by the Share Purchase Agreement.

Early in the morning of December 17, 2014, the Share Purchase Agreement and the equity commitment letters and debt commitment letters were executed and delivered.

On December 17, 2014, prior to the opening of trading of Visteon's common stock on the NYSE, Visteon issued a press release announcing the execution of the Share Purchase Agreement and related transactions.

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Under the Share Purchase Agreement, during the go-shop period that began on the date of the Share Purchase Agreement and continued until 11:59 p.m. (New York time) on January 31, 2015, Visteon and its subsidiaries were permitted to solicit, initiate, encourage and facilitate any competing proposal from third parties, to grant a waiver under or terminate any standstill or similar obligation of any third party and to engage in or enter into, continue or otherwise participate in, discussions and negotiations with any third party in connection with a competing proposal, including by providing third parties with non-public information pursuant to acceptable confidentiality agreements. Representatives of Rothschild and UBS commenced the go-shop process on behalf of Visteon on December 18, 2014. In the go-shop process, representatives of Rothschild and UBS contacted or were contacted by a total of twenty-six parties (including potential strategic and financial buyers) regarding each such party's interest in exploring a transaction with Visteon. Six of such parties, including three strategic parties and three financial sponsors elected to receive the preliminary teaser with general information regarding HVCC. Through the end of the go-shop period, none of the parties in the go-shop process had signed a confidentiality agreement with Visteon or had submitted a competing proposal to Visteon or its representatives, and no such party remained engaged in discussions with representatives of Visteon with respect to a possible transaction.

### **Reasons for the Sale of our HVCC shares**

In evaluating the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, our Board of Directors consulted with Visteon's management, outside legal advisor and financial advisors. In recommending that Visteon's stockholders vote their shares of Visteon common stock in favor of the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, our Board of Directors considered a number of factors, including the following (not necessarily in order of relative importance):

Visteon's business and operations, and its current and historical financial condition and results of operations;

the current corporate structure of Visteon's climate and electronics businesses, including:

less than complete ownership interest in HVCC due to HVCC's approximately thirty percent (30%) external ownership interests;

the operational inefficiencies of (i) separate management teams and boards of directors, (ii) separate capital structures and growth potential, (iii) separate and decentralized administrative and overhead functions and (iv) limited or no overlap of sales forces or customer channels;

synergies between the climate and electronics businesses, including the combined size and the Visteon brand;

differences in future strategic priorities, growth profiles and operational focus of the climate and electronics businesses; and

the market's insufficient valuation of the electronics business and the holding company discount applied to its ownership in HVCC;

Visteon's business plan and related financial projections and the ability to execute long-term, high-potential opportunities and the risks and uncertainties in executing on the business plan and achieving such financial projections and opportunities;

the possible alternatives to separation of the climate and electronics businesses, including maintenance of current operations and corporate structure, a buyout of the minority stockholders of HVCC and a sale of the electronics business to HVCC, and the risks associated with such alternatives, each of which the Board of Directors determined not to pursue in light of its belief that the separation of the climate and electronics businesses offered the best potential for long-term stockholder and corporate value and was more favorable to the stockholders of Visteon than any other alternative reasonably available to Visteon and its stockholders;



the strategic alternatives to effect the separation of the climate and electronics businesses, including an immediate sale of all of the HVCC shares owned by Visteon, a staged sell down over time to multiple buyers of the HVCC shares owned by Visteon and the tax-free spin-off of the HVCC shares owned by Visteon into a U.S. holding company, and the execution risks, valuation (both immediate and long-term) and valuation risk, of such strategic alternatives;

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information regarding the financial performance, business operations and capital requirements and future prospects of Visteon and the cockpit electronics and connected car business and the potential uses of net cash proceeds received from the proposed sale of our HVCC shares to increase stockholder value;

the process conducted by Visteon and the Board of Directors with respect to the proposed sale of our HVCC shares, which covered a period of several months and led to discussions with several potential buyers to determine their possible interest in purchasing our HVCC shares, and which did not lead to any proposals more favorable to us and our stockholders than the proposal by Purchasers;

the financial analysis of UBS, Visteon's financial advisor in connection with the sale of our HVCC shares, and the opinion of UBS rendered orally to the Board of Directors at the Board of Directors' meeting on December 16, 2014 and subsequently confirmed by delivery of a written opinion dated as of December 17, 2014, that, as of that date and based on and subject to various assumptions made, matters considered and limitations described in the written opinion, the purchase price to be received by VIHI pursuant to the proposed sale of our HVCC shares to Purchasers was fair, from a financial point of view, to Visteon, as more fully described below under the heading "Opinion of UBS as Financial Advisor to Visteon";

the financial analysis of Rothschild, Visteon's financial advisor in connection with the sale of our HVCC shares, and the opinion of Rothschild rendered to the Board of Directors that, as of December 16, 2014 and based upon and subject to the assumptions made, procedures followed, matters considered and limitations on the review undertaken by Rothschild, the purchase price to be paid by Purchasers to VIHI pursuant to the Share Purchase Agreement was fair, from a financial point of view, to Visteon, as described below under "Opinion of Rothschild as Financial Advisor to Visteon";

the value and consideration to be received by Visteon pursuant to the Share Purchase Agreement, including the fact that we would receive a cash payment at closing and the certainty of value of such cash consideration compared to other possible forms of consideration;

the creation of a more focused business model and clearer investment opportunity for our current and future stockholders;

the increased focus and resource allocation we could place on our growing cockpit electronics and connected car business following the sale of our HVCC shares, and the additional financial flexibility to continue to aggressively grow our electronics business, both with our current assets and technologies and through potential acquisitions;

the Board of Directors' view that the terms of the Share Purchase Agreement would be unlikely to deter third parties from making a superior proposal;

Visteon's right, under the Share Purchase Agreement, during the "go-shop period" beginning on the date of the Share Purchase Agreement and continuing until 11:59 p.m., New York time, on January 31, 2015, to solicit, initiate, encourage and facilitate any competing proposal from third parties, including by providing third parties with non-public information pursuant to acceptable confidentiality agreements, and to engage in or enter into, continue or otherwise participate in discussions and negotiations with any third party in connection with a competing proposal;

Visteon's ability to continue discussions for a period of 15 days after the end of the go-shop period with any third party from which Visteon received during the go-shop period a competing proposal that the Board of Directors determines in good faith constitutes or would reasonably be expected to lead to a superior proposal;

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Visteon's right under the Share Purchase Agreement, after expiration of the go-shop period (or, in the case of an excluded party, beginning 15 days after expiration of the go-shop period and, in the case of a restricted party, at any time after the date of the Share Purchase Agreement) and before the stockholder approval is obtained, to respond to third parties submitting unsolicited acquisition proposals by providing non-public information subject to an acceptable confidentiality agreement, and to engage in negotiations or substantive discussions with such person, if the Board of Directors, prior to taking any such actions, determines in good faith that (i) the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law and (ii) such competing proposal either constitutes a superior proposal or could reasonably be expected to lead to a superior proposal;

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the Board of Directors' right, under certain circumstances, to withdraw, withhold, qualify or modify its recommendation that our stockholders authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, in a manner adverse to Purchasers;

Visteon's ability to, under certain circumstances, terminate the Share Purchase Agreement if there is an intervening event or in order to enter into a definitive agreement that the Board of Directors determines to be a superior proposal, subject to certain conditions (including certain rights of Purchasers to have an opportunity to revise the terms of the Share Purchase Agreement and related documents in light of such superior proposal), provided that we concurrently pay either a \$71,500,000 or \$107,300,000 termination fee (less certain expense reimbursements payable to Purchasers) to Purchasers under circumstances as described in "Termination Fees" beginning on page [ ];

the reverse termination fee of \$178,800,000, or approximately 5.0% of the aggregate purchase price to be paid for our HVCC shares, that would become payable by Purchasers in certain circumstances, as described in "Termination Fees" beginning on page [ ];

the other terms of the Share Purchase Agreement, including:

the fact that the Board of Directors believed that the termination fee of either \$71,500,000 or \$107,300,000, or approximately 2.0% and 3.0% of the aggregate purchase price to be paid for our HVCC shares, respectively, is reasonable and not preclusive of other offers;

the limited number and nature of the conditions to the closing and the likelihood of satisfying such conditions, including the Board of Directors' belief that while the closing is subject to certain antitrust clearances, there were not likely to be significant antitrust or other regulatory impediments to the closing and including the fact that there is no third party consent condition and no financing condition in the Share Purchase Agreement; and

the fact that under specified circumstances, the Share Purchase Agreement permits Visteon to seek specific performance against Hahn with respect to the financing commitments, as well as against the equity investors with respect to the equity financing under Visteon's third party beneficiary rights pursuant to the equity commitment letters;

the fact that the equity investors provided the executed equity commitment letters and that the debt financing parties provided the executed debt commitment letters;

Hahn & Co.'s experience and track record of successfully owning and managing businesses in Korea, experience in owning and managing auto parts businesses and post-acquisition strategies with respect to HVCC's customers and employees;

the fact that the Share Purchase Agreement was the product of arms-length negotiations and contained terms and conditions that were, in the Board of Directors' view, favorable to Visteon and its stockholders; and

the fact that the Share Purchase Agreement was approved by the Board of Directors, which is comprised of a majority of independent directors who are not affiliated with Purchasers and are not employees of Visteon or any of its subsidiaries, and which retained and received advice from Visteon's outside financial and legal advisors in evaluating, negotiating and recommending the terms of the Share Purchase Agreement.

The Board of Directors also considered a number of uncertainties, risks and other factors in its deliberations concerning the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, including the following (not necessarily in order

of relative importance):

the fact that by selling its shares of HVCC, Visteon would not enjoy the benefits of any future growth of HVCC and that Visteon would no longer be entitled to receive any dividends from HVCC;

the fact that, under specified circumstances, Visteon may be required to pay fees and expenses in the event the Share Purchase Agreement is terminated and the effect this could have on Visteon, including:

the possibility that the \$71,500,000 or \$107,300,000, as applicable, termination fee payable by Visteon to Purchasers upon termination of the Share Purchase Agreement under certain circumstances could discourage

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other potential buyers from making a competing proposal, although the Board of Directors believed that the termination fee was reasonable in amount and would not unduly deter any other party that might be interested in making a competing proposal; and

the requirement that Visteon reimburse Purchasers for up to \$5,000,000 of reasonable and documented out-of-pocket fees and expenses incurred by Purchasers and their respective affiliates in connection with the Share Purchase Agreement if the Share Purchase Agreement is terminated as a result of the failure to obtain approval of Visteon's stockholders for the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares;

the fact that the reverse termination fee is not available in all instances where the Share Purchase Agreement may be terminated and may be Visteon's only recourse in respect of termination where it is available;

the significant costs involved in connection with entering into and completing the sale of our HVCC shares and the substantial time and effort of management required to consummate the closing, which could disrupt Visteon's business operations;

the fact that the announcement and pendency of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, or the failure to complete the closing, may cause substantial harm to Visteon's relationships with its employees, vendors and customers;

the restrictions on Visteon's ability to influence HVCC prior to completion of the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, which could delay or prevent HVCC from undertaking business opportunities that may arise or taking other actions with respect to its operations;

the fact that, while Visteon expects the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, to be consummated if the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, is approved by Visteon's stockholders, there can be no assurance that all conditions to the parties' obligations to consummate the closing will be satisfied;

the risk that the debt financing contemplated by the debt commitment letters (or any alternative financing) might not be obtained, resulting in Purchasers potentially not having sufficient funds to complete the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares;

the fact that Visteon's directors and executive officers may have interests in the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, that may be deemed to be different from, or in addition to, those of Visteon's stockholders. The Board of Directors was made aware of and considered these interests, to the extent such interests existed at the time; for more information about such interests, see below under the heading "Interests of Certain Persons in the Sale of our HVCC shares" beginning on page [ ];

the fact that the consummation of the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, would require antitrust clearance in China, Czech Republic, India, Korea, Russia, Slovakia, Turkey and the United States;

the risk that we could be exposed to future indemnification payments for a breach or violation of the representations and warranties or covenants contained in the Share Purchase Agreement;

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the fact that Visteon would eventually be required to pay taxes of approximately \$200 million to \$450 million in connection with the sale of our HVCC shares; and

our obligations to provide certain services to HVCC for a period of time following the closing pursuant to the terms of the transition agreement.

After taking into account all of the factors set forth above, as well as other factors, our Board of Directors agreed that the benefits of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, outweigh the risks and uncertainties of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, and that the Share Purchase Agreement and transactions contemplated thereby, including the sale of our HVCC shares, are fair to, advisable, expedient and in the best interests of Visteon and its stockholders.

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*The foregoing discussion of factors considered by the Board of Directors is not intended to be exhaustive, but includes the material factors considered by the Board of Directors. In light of the variety of factors considered in connection with its evaluation of the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, the Board of Directors did not find it practicable to, and did not, quantify or otherwise assign relative weights to the specific factors considered in reaching its determinations and recommendations. Moreover, each member of the Board of Directors applied his own personal business judgment to the process and may have given different weight to different factors. The Board of Directors did not undertake to make any specific determinations as to whether any factor, or any particular aspect of any factor, supported or did not support its ultimate determination. The Board of Directors based its recommendation on the totality of the information presented.*

### **Recommendation of our Board of Directors**

Our Board of Directors, after considering the various factors described in the section entitled “The Sale of our HVCC shares – Reasons for the Sale of our HVCC shares,” beginning on page [ ] determined that the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, are fair to, advisable, expedient and in the best interests of Visteon and its stockholders and approved, adopted and authorized the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares.

**The Board of Directors recommends that you vote (i) FOR the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, (ii) FOR the proposal to approve one or more adjournments of the special meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares and (iii) FOR the proposal to approve, by non-binding, advisory vote, compensation that will or may become payable by Visteon to its named executive officers in connection with the sale of our HVCC shares.**

### **Effects on Visteon if the Sale of our HVCC shares Is Completed**

If the proposal to sell our shares of HVCC is approved by our stockholders at the special meeting and the other conditions to the consummation of the sale of our HVCC shares are either satisfied or waived, upon the closing of the transactions contemplated by the Share Purchase Agreement, we will sell our HVCC shares to Purchasers and continue to conduct our remaining businesses, concentrating on our cockpit electronics and connected car business, and Visteon will remain a public company.

### **Nature of Our Business Following the Sale of our HVCC shares**

Following the sale of our HVCC shares, we will continue to be a public company and revenues from our remaining businesses, including the cockpit electronics and connected car business, will primarily account for our revenues. The sale of our HVCC shares will not alter the rights, privileges or nature of the outstanding shares of our common stock. A stockholder who owns shares of our common stock immediately prior to the closing of the sale of our HVCC shares will continue to hold the same number of shares of our common stock immediately following the closing.

Visteon’s operating segments consist primarily of vehicle cockpit electronics, or the electronics business, and thermal energy management, or the climate business. The Company’s vehicle cockpit electronics product line includes audio systems, infotainment systems, driver information systems, connectivity and telematics solutions, climate controls, and electronic control modules. Visteon’s thermal energy management products include climate air handling modules, powertrain cooling modules, heat exchangers, compressors, fluid transport systems, and engine induction systems, and consists primarily of Visteon’s ownership interest in HVCC.

Based on the audited consolidated balance sheet of Visteon, as of December 31, 2014, the total assets of Visteon and its consolidated subsidiaries, including HVCC, were approximately \$5,323,000,000. Based on the unaudited combined balance sheet of the HVCC business, as of December 31, 2014, the total assets of the HVCC business to be sold in the transaction were approximately \$3,129,000,000. Accordingly, as of December 31, 2014, the assets of the HVCC business to be sold in the transaction represented approximately 58.8% of Visteon’s total consolidated assets.



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Based on the audited consolidated statement of operations of Visteon, for the year ending December 31, 2014, Visteon and its consolidated subsidiaries, including HVCC, had sales of \$7,509,000,000. Based on the unaudited combined statement of operations of the HVCC business, for the year ending December 31, 2014, the HVCC business to be sold in the transaction had total sales of \$5,086,000,000. Accordingly, for the year ending December 31, 2014, the total sales of the HVCC business to be sold in the transaction represented approximately 67.7% of Visteon's total consolidated sales.

Based on the audited consolidated statement of operations of Visteon, for the year ending December 31, 2014, Visteon and its consolidated subsidiaries, including HVCC, had a net loss of approximately \$295,000,000. Based on the unaudited combined statement of operations of the HVCC business, for the year ending December 31, 2014, the HVCC business to be sold in the transaction had net income of \$146,000,000.

### **Use of Proceeds from the Sale of our HVCC shares**

Based on current market conditions, we intend to return approximately \$2.5 billion of cash from the sale of our HVCC shares to Visteon stockholders through a structured series of actions including repurchases of our common stock and a special dividend which could include a large return of capital as a primary component. We intend to use the remaining net proceeds from the sale of our HVCC shares for general corporate purposes, which may include repayment of indebtedness, investments in restructuring and value-accretive investments to support the continued expansion of our cockpit electronics and connected car business. There can be no assurance that we will return such cash to Visteon stockholders or, if we do, the timing of such cash return.

### **Effects on Visteon if the Sale of our HVCC shares Is Not Completed**

If the proposal to sell our HVCC shares is not approved by our stockholders at the special meeting, or at any adjournment or postponement of the special meeting, the sale of our HVCC shares will not be completed as currently contemplated by the Share Purchase Agreement. In such event, we would continue to own our HVCC shares and would evaluate all available strategic alternatives.

If the Share Purchase Agreement is terminated under specified circumstances, in addition to paying our own fees and expenses, Visteon may be required to reimburse certain of Purchasers' expenses incurred in respect of the transactions contemplated by the Share Purchase Agreement and/or pay Purchasers a termination fee, or Visteon may be entitled to receive a reverse termination fee from Purchasers, as described under Share Purchase Agreement Termination Fees beginning on page [ ].

### **Selected Unaudited Projected Financial Information**

Visteon does not as a matter of course publicly disclose long-term forecasts or projections as to future performance, earnings or other results due to, among other reasons, the unpredictability of the underlying assumptions and estimates. However, in connection with its consideration and evaluation of the sale of the HVCC shares, Visteon management prepared and made available to the Purchasers, Visteon's Board of Directors and Visteon's financial advisors, Rothschild and UBS, certain non-public unaudited financial forecasts for the fiscal years ending December 31, 2014 through December 31, 2018. This selected unaudited projected financial information was first made available on or about November 15, 2014. Those projections were based on the performance of HVCC through September 30, 2014, and do not reflect how HVCC might perform after it is sold to the Purchasers. The selected unaudited projected financial information does not take into account any factual circumstances or events occurring after the date they were prepared that are at variance with the assumptions upon which such projected financial information was based.

We have included these projections in this proxy statement to give our stockholders access to certain non-public information considered by the Purchasers, Visteon's Board of Directors and Visteon's financial advisors for purposes of considering and evaluating the proposed sale of our HVCC shares. The inclusion of this information should not be regarded as an indication that the Purchasers, any of Visteon, its Board of Directors, its financial advisors or any other recipient of this information considered, or now considers, it to be a reliable prediction of actual future results.

The selected unaudited projected financial information was, in general, prepared by the management of Visteon solely for internal use and is subjective in many respects. As a result, there can be no assurance that the projected results will be realized or that actual results will not be significantly higher or lower than estimated. Since the selected unaudited

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projected financial information covers multiple years, such information by its nature becomes less predictive with each successive year. Visteon stockholders are urged to review the SEC filings of Visteon for a description of risk factors relating to HVCC's business. See *Cautionary Statement Regarding Forward-Looking Statements* and *Where You Can Find Additional Information*. The selected unaudited projected financial information was not prepared with a view toward public disclosure, nor was it prepared with a view toward compliance with published guidelines of the SEC, the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of projected financial information, or GAAP. Certain of the measures included in the selected unaudited projected financial information may be considered non-GAAP financial measures, as noted below. Non-GAAP financial measures should not be considered in isolation from, or as a substitute for, financial information presented in compliance with GAAP, and non-GAAP financial measures as used by Visteon may not be comparable to similarly titled amounts used by other companies. Neither the independent registered public accounting firm of Visteon, nor any other independent accountants, have compiled, examined, or performed any procedures with respect to the selected unaudited projected financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability.

The following table presents selected unaudited projected financial data for the fiscal years ending 2014 through 2018.

(\$ in millions, except per share values)	Fiscal Year Ending December 31,				
	2014E	2015E	2016E	2017E	2018E
<b>Revenue</b>	\$ 5,107	\$ 5,354	\$ 5,793	\$ 6,218	\$ 6,659
<b>EBITDA</b>	\$ 539	\$ 585	\$ 666	\$ 751	\$ 838
<b>EBIT</b>	\$ 343	\$ 378	\$ 447	\$ 519	\$ 603
<b>Net income</b>	\$ 242	\$ 268	\$ 323	\$ 380	\$ 449
<b>EPS (1)</b>	\$ 2.27	\$ 2.51	\$ 3.03	\$ 3.56	\$ 4.21

(1) Assumes 106.8 million shares of our common stock outstanding through the projection period.

For purposes of the selected unaudited projected financial information presented herein, (i) EBITDA is calculated as earnings before interest, tax, depreciation and amortization, (ii) EBIT is calculated as earnings before interest and tax and (iii) none of Visteon's corporate contingency or corporate costs have been allocated to HVCC's financials. EBITDA and EBIT are non-GAAP financial measures and should not be considered as alternatives to operating income or net income as a measure of operating performance or cash flow or as a measure of liquidity.

In preparing the foregoing selected unaudited projected financial information, Visteon made a number of assumptions regarding, among other things, vehicle volume production, exchange rates, projected impacts from new business and other expenses based on historical experience adjusted for current known changes. Visteon management believed such assumptions were reasonable at the time made. In addition, the foregoing selected unaudited projected financial information (i) excludes VASI Electronics expected to be transferred by HVCC to Visteon in connection with the sale of our HVCC shares, (ii) includes non-HVCC legacy climate plants that are expected to be transferred by Visteon to HVCC in connection with the sale of our HVCC shares and (iii) includes six (6) months of financial impact in 2014E and full year impact in 2015E through 2018E for the Cooper Standard Thermal & Emissions transaction.

No assurances can be given that the assumptions made in preparing the above selected unaudited projected financial information will accurately reflect future conditions. The estimates and assumptions underlying the selected unaudited projected financial information involve judgments with respect to, among other things, future economic, competitive, regulatory and financial market conditions and future business decisions which may not be realized and that are inherently subject to significant business, economic, competitive and regulatory uncertainties and contingencies, including, among others, risks and uncertainties described in Visteon's SEC filings and *Cautionary Statement Regarding Forward-Looking Statements*, all of which are difficult to predict and many of which are beyond the control of Visteon. There can be no assurance that the underlying assumptions will prove to be accurate or that the projected results will be realized, and actual results likely will differ, and may differ materially, from those reflected in the selected unaudited projected financial information.

In addition, although presented with numerical specificity, the above selected unaudited projected financial information reflects numerous assumptions and estimates as to future events made by the management of Visteon. Such estimates

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are inherently uncertain and are subject to a wide variety of significant business, economic, regulatory and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projected financial information. Accordingly, there can be no assurances that the projected financial information is a reliable prediction of actual future performance of HVCC.

Readers of this document are cautioned not to place undue reliance on the selected unaudited projected financial information set forth above. No representation is made by Visteon or any other person to any Visteon stockholder regarding the ultimate performance of HVCC compared to the information included in the above selected unaudited projected financial information. The inclusion of selected unaudited projected financial information in this proxy statement should not be regarded as an indication that such selected unaudited projected financial information will be an accurate prediction of actual future events, and such information should not be relied on as such.

VISTEON DOES NOT INTEND TO UPDATE OR OTHERWISE REVISE THE ABOVE SELECTED UNAUDITED PROJECTED FINANCIAL INFORMATION TO REFLECT CIRCUMSTANCES EXISTING AFTER THE DATE WHEN MADE OR TO REFLECT THE OCCURRENCE OF FUTURE EVENTS, EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING SUCH SELECTED UNAUDITED PROJECTED FINANCIAL INFORMATION ARE NO LONGER APPROPRIATE, EXCEPT AS MAY BE REQUIRED BY LAW.

### **Opinion of UBS as Financial Advisor to Visteon**

Visteon retained UBS to act as financial advisor to Visteon's Board of Directors and, if requested, to render to Visteon's Board of Directors an opinion as to the fairness to Visteon, from a financial point of view, of the purchase price for our HVCC shares to be received by VIHI. On December 16, 2014, at a meeting of Visteon's Board of Directors held to evaluate the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, UBS delivered to Visteon's Board of Directors an oral opinion, which opinion was confirmed by delivery of a written opinion, dated December 17, 2014, to the effect that, as of that date and based on and subject to various assumptions made, matters considered and limitations described in its opinion, the purchase price for our HVCC shares to be received by VIHI was fair, from a financial point of view, to Visteon.

The full text of UBS's opinion to Visteon's Board of Directors describes the assumptions made, procedures followed, matters considered and limitations on the review undertaken by UBS. UBS's opinion is attached to this proxy statement as *Annex B* and is incorporated herein by reference.  **Holders of Visteon common stock are encouraged to read UBS's opinion carefully in its entirety. UBS's opinion was provided for the benefit of Visteon's Board of Directors (in its capacity as such) in connection with, and for the purpose of, its evaluation of the purchase price for our HVCC shares from a financial point of view, and does not address any other aspect of the Share Purchase Agreement or any related transaction, including the sale of our HVCC shares. UBS's opinion does not address the relative merits of the sale of our HVCC shares as compared to other business strategies or transactions that might be available with respect to Visteon or Visteon's underlying business decision to effect the sale of its HVCC shares. UBS's opinion does not constitute a recommendation to any stockholder of Visteon as to how such stockholder should vote or act with respect to the sale of our HVCC shares. The following summary of UBS's opinion is qualified in its entirety by reference to the full text of UBS's opinion.**

In arriving at its opinion, UBS, among other things:

reviewed certain publicly available business and financial information relating to HVCC;

reviewed certain internal financial information and other data relating to the business and financial prospects of HVCC that were not publicly available, including financial forecasts and estimates prepared by management of HVCC and management of Visteon that Visteon's Board of Directors directed UBS to utilize for purposes of its analysis;

conducted discussions with members of the senior management of Visteon concerning the business and financial prospects of HVCC;

performed a discounted cash flow analysis of HVCC in which UBS analyzed the future cash flows of HVCC using financial forecasts and estimates prepared by management of Visteon;



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reviewed publicly available financial and stock market data with respect to certain other companies UBS believed to be relevant;

compared the financial terms of the sale of our HVCC shares with the publicly available financial terms of certain other transactions UBS believed to be generally relevant;

reviewed current and historical market prices of the shares of HVCC;

reviewed the Share Purchase Agreement; and

conducted such other financial studies, analyses and investigations, and considered such other information, as UBS deemed necessary or appropriate.

In connection with its review, with the consent of Visteon's Board of Directors, UBS assumed and relied upon, without independent verification, the accuracy and completeness in all material aspects of the information provided to or reviewed by UBS for the purpose of this opinion. In addition, with the consent of Visteon's Board of Directors, UBS has not made any independent evaluation or appraisal of any of the assets or liabilities (contingent or otherwise) of HVCC, nor was UBS furnished with any such evaluation or appraisal. With respect to the financial forecasts and estimates referred to above, UBS assumed, at the direction of Visteon's Board of Directors, that they were reasonably prepared on a basis reflecting the best currently available estimates and judgments of management of Visteon as to the future financial performance of HVCC. The opinion of UBS was necessarily based on economic, monetary, market and other conditions as in effect on, and the information available to UBS as of, the date of its opinion.

At the direction of Visteon's Board of Directors, UBS was not asked to, nor did it, offer any opinion as to the terms, other than the purchase price for our HVCC shares to the extent expressly specified in the opinion, of the Share Purchase Agreement or any related documents or the form of the sale of our HVCC shares. In addition, UBS expressed no opinion as to the fairness of the amount or nature of any compensation to be received by any officers, directors or employees of any parties to the sale of our HVCC shares, or any class of such persons, relative to the purchase price for our HVCC shares. UBS expressed no opinion as to the price at which shares of Visteon or HVCC would trade at any time. In rendering its opinion, UBS assumed, with the consent of Visteon's Board of Directors, that (i) the parties to the Share Purchase Agreement would comply with all material terms of the Share Purchase Agreement, and (ii) the sale of our HVCC shares would be consummated in accordance with the terms of the Share Purchase Agreement without any adverse waiver or amendment of any material term or condition thereof. UBS also assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the sale of our HVCC shares would be obtained without any material adverse effect on HVCC, Visteon, VIHI, Purchasers, Hahn & Co. or the sale of our HVCC shares. UBS expressed no opinion as to any tax or other consequences that might result from, or any expenses payable relating to, the sale of our HVCC shares, nor did its opinion address any legal, tax, regulatory or accounting matters, as to which UBS understood that Visteon obtained such advice as it deemed necessary from qualified professionals.

In connection with rendering its opinion to Visteon's Board of Directors, UBS performed a variety of financial and comparative analyses, which are summarized below. The following summary is not a complete description of all analyses performed and factors considered by UBS in connection with its opinion. The preparation of a financial opinion is a complex process involving subjective judgments and is not necessarily susceptible to partial analysis or summary description. With respect to the selected companies analysis and the selected transactions analysis summarized below, no company or transaction used as a comparison was identical to Visteon, HVCC or the sale of our HVCC shares. These analyses necessarily involve complex considerations and judgments concerning financial and operating characteristics and other factors that could affect the public trading or acquisition values of the companies concerned.

UBS believes its analyses and the summary contained in this proxy statement must be considered as a whole and that selecting portions of its analyses and factors or focusing on information presented in tabular format, without considering all analyses and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying UBS's analyses and opinion. UBS did not draw, in isolation, conclusions from or with regard to any one factor or method of analysis for purposes of its opinion, but rather arrived at its ultimate opinion based on the results of all analyses undertaken by it and assessed as a whole.

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The estimates of the future performance of HVCC underlying the analyses of UBS are not necessarily indicative of actual future results or values, which may be significantly more or less favorable than those estimates. These estimates are necessarily subject to uncertainty because, among other things, they are based upon numerous factors and events beyond the control of the parties or their respective advisors. In performing its analyses, UBS considered industry performance, general business and economic conditions and other matters, many of which were beyond the control of Visteon or HVCC. Estimates of the financial value of companies do not purport to be appraisals or necessarily reflect the prices at which businesses or securities actually may be sold or acquired.

The purchase price for our HVCC shares was determined through negotiation between Visteon and Hahn & Co. and the decision by Visteon to enter into the Share Purchase Agreement to effect the sale of our HVCC shares, was solely that of Visteon's Board of Directors. UBS's opinion and financial analyses were only one of many factors considered by Visteon's Board of Directors in its evaluation of the sale of our HVCC shares, and should not be viewed as determinative of the views of Visteon's Board of Directors or management of Visteon with respect to the sale of our HVCC shares or the purchase price for our HVCC shares. While UBS provided advice to Visteon's Board of Directors during Visteon's negotiation with Purchasers, Visteon's Board of Directors determined the purchase price for our HVCC shares and UBS did not recommend any specific amount or type of consideration.

The following is a brief summary of the material financial analyses performed by UBS and reviewed with Visteon's Board of Directors on December 16, 2014 in connection with UBS's opinion. **The financial analyses summarized below include information presented in tabular format. In order for UBS's financial analyses to be fully understood, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of UBS's financial analyses.**

***Discounted Cash Flow Analysis***

UBS performed a discounted cash flow analysis utilizing financial forecasts and estimates prepared by Visteon's management and HVCC's management. UBS calculated a range of implied present values (as of December 31, 2014) of the standalone, unlevered, after-tax, free cash flows that HVCC was forecasted to generate from calendar year 2015 through calendar year 2018 and of terminal values for HVCC. Implied terminal values were derived by applying to HVCC's calendar year 2018 estimated EBITDA, a range of estimated EBITDA multiples of 5.5x to 7.5x, which range was selected based on the current and historical enterprise value to EBITDA multiples for HVCC and the publicly traded companies analyzed for the purposes of the selected companies analysis described below. Present values of cash flows and terminal values were calculated using discount rates ranging from 10.0% to 12.0%, which range was selected based on the estimated weighted average cost of capital of HVCC.

The discounted cash flow analysis resulted in a range of implied values of 38,507 KRW to 52,865 KRW per HVCC share (or approximately \$35.44 to \$48.66 per share, using the reference exchange rate), as compared to 52,000 KRW per HVCC share implied by the purchase price for our HVCC shares.

***Selected Companies Analysis***

UBS compared selected financial data of HVCC with corresponding data of (i) eight publicly traded companies in the global light vehicle supplier industry whose businesses focus on supplying light vehicle automotive parts directly to global automotive manufacturers (the Global Tier 1 Light Vehicle Suppliers), and (ii) three Korean publicly traded companies in the light vehicle supplier industry whose businesses focus on supplying light vehicle automotive parts (the HMG/Korea-Focused Suppliers) and, together with the Global Tier 1 Light Vehicle Suppliers, the selected companies), which UBS viewed as reasonably comparable to HVCC based on UBS's knowledge of those industries and financial and operating characteristics of such companies, including enterprise value, products supplied, geographic scope, market focus and degree of independence from customers. The selected companies are as follows:

**Global Tier 1 Light Vehicle Suppliers**

Delphi Automotive PLC

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Magna International Inc.

BorgWarner Inc.

Autoliv, Inc.

Lear Corporation

Valeo SA

Visteon Corporation

American Axle &amp; Manufacturing Holdings, Inc.

**HMG/Korea-Focused Suppliers**

Hyundai Mobis Co., Ltd.

Hyundai Wia Corporation

Mando Corporation

UBS reviewed, among other things, the enterprise values, calculated as equity market value based on closing stock prices on December 16, 2014, plus debt, less cash, plus minority interest, less value of equity in affiliates, of each of the selected companies as a multiple of 2014, 2015, and 2016 estimated EBITDA of such selected company (the EV/EBITDA Multiple). UBS also reviewed the closing stock prices on December 16, 2014 of each of the selected companies as a multiple of 2014, 2015, and 2016 estimated earnings per share of such selected company (the P/E Multiple). UBS then compared the multiples derived for the selected companies with corresponding multiples implied for HVCC based on the closing price of the shares of HVCC on December 16, 2014 and the price per each HVCC share implied by the purchase price for our HVCC shares. Financial data for the selected companies were based on FactSet consensus estimates, public filings and other publicly available information. Estimated financial data for HVCC were based on the forecasts prepared by managements of Visteon and HVCC. This analysis indicated the following implied mean and median multiples for the selected companies, as compared to corresponding multiples implied for HVCC:

	EV/EBITDA Multiples			P/E Multiples		
	Estimated 2014 EBITDA	Estimated 2015 EBITDA	Estimated 2016 EBITDA	Estimated 2014 Earnings	Estimated 2015 Earnings	Estimated 2016 Earnings
<b>Global Tier 1 Light Vehicle Suppliers</b>						
Delphi	8.6x	7.9x	7.1x	13.7x	12.2x	10.5x
Magna	6.5x	5.9x	5.5x	11.7x	10.1x	8.7x
BorgWarner	8.7x	7.8x	6.9x	15.7x	13.7x	11.6x
Autoliv	8.0x	7.4x	6.8x	17.3x	15.1x	13.2x
Lear	5.9x	5.2x	4.8x	11.5x	9.7x	8.8x
Valeo	5.9x	5.2x	4.7x	13.6x	11.6x	10.0x

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Visteon	8.1x	7.0x	6.3x	28.2x	19.5x	15.2x
American Axle	5.8x	5.4x	5.3x	9.5x	8.4x	8.3x
Mean	7.2x	6.5x	5.9x	15.2x	12.5x	10.8x
Median	7.2x	6.5x	5.9x	13.7x	11.9x	10.3x
<b>HMG/Korea-Focused Suppliers</b>						
Hyundai Mobis	3.0x	2.7x	2.5x	6.5x	6.1x	5.7x
Hyundai Wia	7.2x	6.3x	5.8x	10.4x	9.1x	8.1x
Mando	5.4x	5.2x	4.7x	8.6x	7.5x	6.4x
Mean	5.2x	4.7x	4.3x	8.5x	7.6x	6.8x
Median	5.4x	5.2x	4.7x	8.6x	7.5x	6.4x
<b>Selected Companies Overall</b>						
Mean	6.6x	6.0x	5.5x	13.3x	11.2x	9.7x
Median	6.5x	5.9x	5.5x	11.7x	10.1x	8.8x
<b>HVCC</b>						
At Dec. 16, 2014	9.4x	8.7x	7.6x	20.7x	18.6x	15.4x
Implied by the purchase price for our HVCC shares	10.0x	9.2x	8.1x	21.8x	19.7x	16.3x



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UBS reviewed publicly available information relating to the following six selected transactions involving companies in the global light vehicle supplier industry whose businesses focus on supplying light vehicle automotive parts directly to global automotive manufacturers.

<b>Announcement Date</b>	<b>Acquirer</b>	<b>Target Company</b>
September 15, 2014	ZF Friedrichshafen AG	TRW Automotive Holdings Corp.
January 13, 2014	Visteon Corporation	Johnson Controls Inc.
		(Automotive Electronics Business)
October 1, 2012	Magna International Inc.	ixetic Verwaltungs GmbH
October 6, 2011	Iochpe-Maxion SA	Hayes Lemmerz International Inc.
November 2, 2009	Faurecia SA	EMCON Technologies L.L.C.
September 1, 2006	Asahi Tec Corporation	Metaldyne Corporation

UBS reviewed, among other things, enterprise values of the target company in each of the selected transactions, calculated as the purchase price paid for the target company's equity, plus debt, less cash, plus minority interest, less value of equity in affiliates, as a multiple of the last 12 months ( LTM ) sales and EBITDA of such target company. Financial data regarding the selected transactions and used to determine the multiples was based on public filings, press releases and other publicly available information and research as of the time of announcement of the relevant transaction. This analysis indicated the following multiples of LTM sales and EBITDA, as compared to the corresponding multiples implied for HVCC based on the price per HVCC share implied by the purchase price for our HVCC shares.

	<b>Enterprise Value as Multiple of</b>	
	<b>LTM</b>	<b>LTM</b>
	<b>Sales</b>	<b>EBITDA</b>
ZF Friedrichshafen / TRW Automotive	0.8x	7.6x
Visteon / Johnson Controls	0.2x	4.6x
Magna International / ixetic	1.0x	7.8x
Iochpe-Maxion / Hayes Lemmerz	0.4x	3.4x
Faurecia / EMCON Technologies	0.1x	6.9x
Asahi Tec / Metaldyne	0.6x	7.8x
Mean	0.5x	6.3x
Median	0.5x	7.3x
HVCC at price per HVCC share implied by the purchase price for our HVCC shares	1.0x	10.4x

**Miscellaneous**

Under the terms of UBS's engagement, Visteon agreed to pay UBS for its financial advisory services in connection with sale of our HVCC shares an aggregate fee currently estimated to be approximately \$14.9 million, portions of which became payable in connection with the delivery of UBS's opinion and in connection with the public announcement of the sale of our HVCC shares, and approximately \$11.4 million of which is contingent upon consummation of the sale of our HVCC shares. In addition, Visteon agreed to reimburse UBS for its reasonable expenses, including fees, disbursements and other charges of counsel, and to indemnify UBS and related parties against liabilities, including liabilities under federal securities laws, relating to, or arising out of, its engagement. UBS and/or its affiliates have in the past provided, and currently provide, investment banking services to Visteon unrelated to the sale of our HVCC shares, for which UBS and/or its affiliates received or expect to receive compensation, including having acted as a joint bookrunner in connection with Visteon's senior notes offering in 2014, and providing financial advisory services unrelated to the proposed sale of our HVCC shares. In addition, UBS or an affiliate is a participant in a credit facility of Visteon for which it received and continues to receive fees and interest payments. During the last two years, UBS and/or its affiliates received, or became entitled to receive, an aggregate amount of approximately \$1.1 million as fees from Visteon (excluding the approximately \$14.9 million paid or payable in connection with the sale of our HVCC shares). In the ordinary course of business, UBS and its affiliates may hold or trade, for their own accounts and the accounts of their customers, securities of HVCC and Visteon and, accordingly, may at any time hold a long or short position in such securities.



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Visteon selected UBS as its financial advisor in connection with the sale of its HVCC shares because UBS is an internationally recognized investment banking firm with substantial experience in similar transactions. UBS is regularly engaged in the valuation of business and their securities in connection with mergers and acquisitions, leveraged buyouts, negotiated underwritings, competitive bids, secondary distributions of listed and unlisted securities, and private placements.

### **Opinion of Rothschild as Financial Advisor to Visteon**

In connection with the sale of our HVCC shares, Visteon's Board of Directors received a written opinion from Visteon's financial advisor, Rothschild, to the effect that, as of December 16, 2014, and based upon and subject to the assumptions made, procedures followed, matters considered and limitations on the review undertaken by Rothschild, the purchase price to be paid by Purchasers to VIHI pursuant to the Share Purchase Agreement was fair, from a financial point of view, to Visteon.

**The full text of Rothschild's written opinion dated December 16, 2014, which describes the assumptions made, procedures followed, matters considered and limitations on the review undertaken, is attached to this proxy statement as *Annex C* and is incorporated into this proxy statement by reference. We encourage you to read this opinion carefully and in its entirety. This summary is qualified in its entirety by reference to the full text of such opinion. Rothschild's opinion was provided for the benefit of Visteon's Board of Directors, solely in its capacity as such, in connection with its evaluation of the sale of our HVCC shares. Rothschild's opinion should not be construed as creating any fiduciary duty on Rothschild's part to any party. Rothschild's opinion was limited to the fairness from a financial point of view, to Visteon, on the date of the opinion, of the purchase price to be paid by Purchasers to VIHI pursuant to the Share Purchase Agreement, and Rothschild expressed no opinion as to the merits of the underlying decision which Visteon may, or Visteon may cause VIHI or HVCC to, make to engage in the sale of our HVCC shares or any alternative transaction. Rothschild's opinion did not constitute a recommendation to Visteon's Board of Directors, the members or the board of managers of VIHI or the board of directors of HVCC, as to whether to authorize the Share Purchase Agreement or the transactions contemplated thereby, including the sale of our HVCC shares. In addition, Rothschild did not express any opinion or view with respect to, (i) the adjustments with respect to the purchase price as set forth in Section 1.02(b) of the Share Purchase Agreement, (ii) the fairness to, or any other consideration of, any holders of shares of HVCC other than VIHI or the holders of any other class of securities, or creditors or other constituencies of Visteon, VIHI or HVCC, or (iii) the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of Visteon, VIHI or HVCC, or any class of such persons, whether relative to the purchase price pursuant to the Share Purchase Agreement or otherwise.**

In arriving at its opinion, Rothschild, among other things:

reviewed the draft of the Share Purchase Agreement dated December 16, 2014;

reviewed certain publicly available business and financial information concerning HVCC and the industries in which it operates;

compared the proposed financial terms of the sale of our HVCC shares with the publicly available financial terms of certain transactions involving companies Rothschild deemed generally relevant and the consideration received in such transactions;

compared the financial and operating performance of HVCC with publicly available information concerning certain other public companies Rothschild deemed generally relevant, including data relating to public market trading levels and implied multiples;

reviewed the current and historical market prices of the shares of HVCC;

reviewed certain internal financial analyses and forecasts for HVCC prepared by the management of Visteon relating to HVCC's business as approved for Rothschild's use by Visteon (the "Forecasts"), as more fully described below in the section entitled "Projected Financial Information" beginning on page [ ] of this proxy statement;

performed such other financial studies and analyses and considered such other information as Rothschild deemed appropriate for the purposes of this opinion; and

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held discussions with certain members of the managements of HVCC and Visteon with respect to the sale of our HVCC shares, the past and current business operations and financial condition of HVCC, the Forecasts and certain other matters Rothschild believed necessary or appropriate to its inquiry.

In arriving at its opinion, Rothschild, with the consent of Visteon's Board of Directors, relied upon and assumed, without independent verification, the accuracy and completeness of all information that was publicly available or was furnished or made available to Rothschild by Visteon, VIHI, HVCC, their respective associates, affiliates and advisors, or otherwise reviewed by or for Rothschild, and Rothschild did not assume any responsibility or liability therefor. Rothschild did not conduct any valuation or appraisal of any assets or liabilities of Visteon, VIHI, HVCC or either of Purchasers, nor were any such valuations or appraisals provided to Rothschild, and Rothschild did not express any opinion as to the value of such assets or liabilities. Rothschild did not evaluate the solvency or fair value of Visteon, VIHI, HVCC or either of Purchasers under any state, federal or other laws relating to bankruptcy, insolvency or similar matters. In addition, Rothschild did not assume any obligation to conduct any physical inspection of the properties or the facilities of Visteon, VIHI, HVCC or either of Purchasers. For purposes of its opinion, with the consent of Visteon's Board of Directors, Rothschild evaluated the fairness from a financial point of view of the purchase price to be paid for our HVCC shares owned by VIHI based on valuation analyses of HVCC as a whole and the assumption that in any transaction providing for the sale of only our HVCC shares owned by VIHI, VIHI should receive the same consideration per share of HVCC that VIHI would receive in a transaction providing for (i) the sale of all shares of HVCC and other equity securities of HVCC owned by VIHI and all other holders thereof and (ii) VIHI and all other holders of shares of HVCC receiving the same consideration per share of HVCC. In relying on the Forecasts provided to Rothschild or discussed with Rothschild by Visteon, Rothschild assumed that they were reasonably prepared based on assumptions reflecting the best currently available estimates and judgments by Visteon's management as to the expected future results of operations and financial condition of HVCC. Rothschild expressed no view as to the reasonableness of such financial analyses and forecasts or any assumption on which they were based. Rothschild assumed that the sale of our HVCC shares will be consummated as contemplated in the Share Purchase Agreement without any waiver, amendment or delay of any terms or conditions, including, among other things, that the parties will comply with all material terms of the Share Purchase Agreement and that in connection with the receipt of all necessary governmental, regulatory or other approvals and consents required for the sale of our HVCC shares, no material delays, limitations, conditions or restrictions will be imposed.

For purposes of rendering its opinion, Rothschild assumed that there had not occurred any material change in the assets, financial condition, results of operations, business or prospects of HVCC since the date of the most recent financial statements and other information, financial or otherwise, relating to HVCC made available to Rothschild, and that there was no information or any facts that would make any of the information reviewed by Rothschild incomplete or misleading. Rothschild did not express any opinion as to the transactions contemplated by Section 4.15 of the Share Purchase Agreement. Rothschild also did not express any opinion as to any tax or other consequences that may result from the sale of our HVCC shares, nor did its opinion address any legal, tax, regulatory or accounting matters. Rothschild relied as to all legal, tax and regulatory matters relevant to rendering its opinion upon the assessments made by Visteon and Visteon's other advisors with respect to such issues. In arriving at its opinion, Rothschild did not take into account any litigation, regulatory or other proceeding that was pending or may be brought against Visteon, VIHI, HVCC, either of Purchasers or any of their respective affiliates. In addition, Rothschild relied upon and assumed, without independent verification, that the final form of the Share Purchase Agreement will not differ in any material respect from the draft of the Share Purchase Agreement.

Rothschild's opinion was necessarily based on securities markets, economic, monetary, financial and other general business and financial conditions as they existed and could be evaluated on, and the information made available to Rothschild as of, the date of its opinion and the conditions, prospects, financial and otherwise, of Visteon, VIHI and HVCC, as they were reflected in the information provided to Rothschild and as they were represented to Rothschild in discussions with the management of Visteon. Rothschild expressed no opinion as to the price at which the shares of HVCC or the shares of common stock of Visteon will trade at any future time. Rothschild's opinion was limited to the fairness, from a financial point of view, to Visteon of the purchase price to be paid by Purchasers to VIHI pursuant to the Share Purchase Agreement and Rothschild expressed no opinion as to any underlying decision which Visteon may have made, or Visteon may have caused VIHI or HVCC to make, to engage in the sale of our HVCC shares or any alternative transaction. Rothschild did not express any opinion as to the relative merits of the sale of our HVCC shares

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as compared to any alternative transaction. Rothschild was not asked to, nor did Rothschild, offer any opinion as to the terms, other than the purchase price and only to the extent expressly set forth in its opinion, of the Share Purchase Agreement or the sale of our HVCC shares, including, without limitation, any ongoing obligations of Visteon, VIHI or HVCC.

Rothschild employed several analytical methodologies and no one method of analysis should be regarded as critical to the overall conclusion reached by Rothschild. Each analytical technique has inherent strengths and weaknesses, and the nature of the available information may further affect the value of particular techniques. The conclusion reached by Rothschild was based on all analyses and factors taken as a whole and also on application of Rothschild's experience and judgment, which conclusion may involve significant elements of subjective judgment and qualitative analysis. In its analyses, Rothschild considered industry performance, general business, economic, market and financial conditions and other matters existing as of the date of its opinion, many of which are beyond the control of Visteon, Purchasers, VIHI or HVCC. No company, transaction or business used in those analyses as a comparison is identical to HVCC or the sale of our HVCC shares, and an evaluation of those analyses is not entirely mathematical. Rather, the analyses involved complex considerations and judgments concerning financial and operating characteristics and other factors that could affect the acquisition, public trading or other values of the companies, business segments or transactions analyzed.

The estimates contained in Rothschild's analyses and the valuation ranges resulting from any particular analysis are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than those suggested by its analyses. In addition, analyses relating to the value of businesses or securities do not purport to be appraisals or to reflect the prices at which businesses or securities actually may be sold. Accordingly, Rothschild's analyses and estimates are inherently subject to substantial uncertainty.

### ***Summary of Financial Analyses of Rothschild***

The financial analyses summarized below include information presented in tabular format. In order to fully understand Rothschild's financial analyses, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of Rothschild's financial analyses. The order of analyses described below does not represent the relative importance or weight given to the analysis by Rothschild.

Based upon the purchase price and exchange rate set forth in the Share Purchase Agreement, as to which Rothschild expressed no opinion, Rothschild used an implied purchase price per share of HVCC of 52,000 Korean Won ( KRW ) as a reference point for purposes of its analyses.

### ***Illustrative Historical Stock Prices***

Rothschild reviewed the closing prices of the shares of HVCC during the 52-week period ended December 15, 2014 (the last trading day prior to the announcement of the sale of our HVCC shares in the United States). Rothschild noted that during such period, the closing prices of shares of HVCC ranged from KRW35,100 to KRW55,000 (or approximately \$32.31 to \$50.63 per share, using the reference exchange rate).

### ***Selected Public Companies Analysis***

Rothschild analyzed the market values and trading multiples of the following publicly traded climate/thermal automotive suppliers and Korean automotive suppliers, which were selected based upon the experience and judgment of Rothschild and were deemed by Rothschild to be generally relevant to HVCC from a business and financial perspective:

Climate/Thermal automotive suppliers:

Calsonic Kansei Corporation

Delphi Automotive PLC

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Denso Corporation

Modine Manufacturing Company

Sanden Corporation

Visteon

Valeo SA

Korean automotive suppliers:

Hankook Tire Co. Ltd.

Hyundai Mobis Co. Ltd.

Mando Corporation

Although none of the companies listed above is identical or directly comparable to HVCC, these companies are publicly traded companies with similarities in business or operating characteristics, such as product portfolio, lines of business, geographic markets, business risks, revenue drivers, growth prospects, maturity of business and size and scale of business, that for purposes of its analysis Rothschild considered similar to HVCC. In evaluating the selected companies, Rothschild made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of Visteon, VIHL, HVCC or Purchasers, such as the impact of competition on the business of HVCC or the industry generally, industry growth and the absence of any material adverse change in the financial condition and prospects of HVCC or the industry or in the financial markets in general. Mathematical analysis, such as determining the average or median, is not in itself a meaningful method of using comparable company data.

For purposes of this analysis, for each of the selected companies, Rothschild reviewed public filings made by such company for historical information and research analyst estimates published by Capital IQ and calculated the following metrics:

enterprise value ( EV ), calculated as fully-diluted market value based on closing stock prices on December 15, 2014 plus debt, minority interest and after-tax underfunded pension liability less cash and cash equivalents and equity interest in affiliates, as a multiple ( EV/EBITDA ratio ) of estimated non-GAAP earnings before interest, taxes, depreciation and amortization ( EBITDA ) plus the add-back of pension interest cost for fiscal year 2014, fiscal year 2015, and fiscal year 2016, respectively;

EV, as a multiple ( EV/EBIT ratio ) of estimated non-GAAP earnings before interest and taxes ( EBIT ) plus the add-back of pension interest cost for fiscal year 2014, fiscal year 2015, and fiscal year 2016, respectively; and

closing stock price as of December 15, 2014, as a multiple ( P/E ratio ) of estimated earnings per share ( EPS ) plus the add-back of after-tax pension interest cost per share for fiscal year 2014, fiscal year 2015, and fiscal year 2016, respectively.

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The results of Rothschild's review of the above metrics of the selected companies are summarized in the chart below:

	EV/EBITDA ratio			EV/EBIT ratio			P/E ratio		
	2014E	2015E	2016E	2014E	2015E	2016E	2014E	2015E	2016E
<b>Climate/Thermal automotive suppliers</b>									
Calsonic Kansei Corporation	3.6x	3.3x	3.1x	5.5x	5.6x	5.0x	8.1x	8.0x	7.3x
Delphi Automotive PLC	8.6x	7.9x	7.1x	11.1x	10.1x	9.0x	13.6x	12.4x	11.0x
Denso Corporation	6.6x	6.1x	5.7x	10.3x	9.6x	8.8x	15.1x	14.3x	13.1x
Modine Manufacturing Company	5.9x	4.9x	4.6x	10.1x	8.0x	7.1x	15.6x	12.4x	10.3x
Sanden Corporation				Not	Not				
						Not			
	9.7x	8.0x	7.1x	Material	Material	Material	13.7x	10.6x	8.5x
Visteon	7.9x	7.4x	6.6x	12.3x	11.2x	9.8x	20.4x	15.7x	14.8x
Valeo SA	5.7x	5.1x	4.7x	9.6x	8.4x	7.4x	12.8x	11.0x	9.7x
<b>Korean automotive suppliers</b>									
Hankook Tire Co. Ltd.	5.2x	5.0x	4.7x	7.3x	7.2x	6.7x	8.6x	8.1x	7.4x
Hyundai Mobis Co. Ltd.	2.7x	2.4x	2.2x	3.2x	2.9x	2.7x	6.6x	6.1x	5.7x
Mando Corporation	7.3x	4.9x	4.4x	8.9x	8.0x	7.0x	9.3x	8.1x	7.0x

Rothschild then calculated a range of implied values per share of HVCC by applying the above illustrative EV/EBITDA ratio ranges of selected companies of 2.7x to 9.7x for fiscal year 2014 and of 2.4x to 8.0x for fiscal year 2015, respectively, to the estimated EBITDA of HVCC (as adjusted for the costs of pension interest) for fiscal year 2014 and fiscal year 2015, respectively, in each case as provided in the Forecasts, to reach a range of implied EVs. To calculate implied equity values, Rothschild then subtracted from such implied EVs the estimated amount of debt, after-tax underfunded pension liability, minority interest and added the estimated amount of cash and equity interest of HVCC in affiliates, in each case as provided in the Forecasts. Rothschild then divided such implied equity values by the number of shares of HVCC outstanding as of December 15, 2014 to reach the following ranges of implied values per share of HVCC:

Implied Value Per Share of HVCC	2014E KRW13,800-KRW50,859 (or, using the reference exchange rate, approximately \$12.70-\$46.81)	2015E KRW13,277-KRW45,331 (or, using the reference exchange rate, approximately \$12.22-\$41.73)
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Rothschild also calculated a range of implied values per share of HVCC by applying the illustrative EV/EBIT ratio ranges of selected companies of 3.2x to 12.3x for fiscal year 2014 and of 2.9x to 11.2x for fiscal year 2015, respectively, to the estimated EBIT of HVCC (as adjusted for the costs of pension interest) for fiscal year 2014 and fiscal year 2015, respectively, in each case as provided in the Forecasts, to reach a range of implied EVs. Using its professional judgment and experience, Rothschild excluded the EV/EBIT metrics of Sanden Corporation from this analysis, because of the low EBIT numbers of Sanden. To calculate implied equity values, Rothschild then subtracted from such implied EVs the estimated amount of debt, after-tax underfunded pension liability, minority interest and added the estimated amount of cash and equity interest of HVCC in affiliates, in each case as provided in the Forecasts. Rothschild then divided such implied equity values by the number of shares of HVCC outstanding as of December 15, 2014 to reach the following ranges of implied values per share of HVCC:

Implied Value Per Share of HVCC	2014E KRW10,311-KRW41,116 (or, using the reference exchange rate, approximately \$9.49-\$37.85)	2015E KRW10,287-KRW41,225 (or, using the reference exchange rate, approximately \$9.47-\$37.95)
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Rothschild also applied the illustrative P/E ratio ranges of selected companies of 6.6x to 20.4x for fiscal year 2014 and of 6.1x to 15.7x for fiscal year 2015, respectively, to the estimated net earnings of HVCC (as adjusted for the after-tax costs of pension interest) for fiscal year 2014 and fiscal year 2015, respectively, in each case as provided in the Forecasts, to reach a range of implied equity values. Rothschild then divided such implied EVs by the number of shares of HVCC outstanding as of December 15, 2014 to reach the following ranges of implied values per share of HVCC:

Implied Value Per Share of HVCC	2014E KRW16,227-KRW50,115 (or, using the reference exchange rate, approximately \$14.94-\$46.13)	2015E KRW16,595-KRW42,713 (or, using the reference exchange rate, approximately \$15.28-\$39.32)
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***Illustrative Equity Research Future Stock Price Targets***

Rothschild reviewed the generally available public market trading price targets for the shares of HVCC prepared and published by research analysts as of November 21, 2014 (the last trading day before the reporting of a potential transaction between the parties) and as of December 15, 2014, respectively. Rothschild noted that, with respect to November 21, 2014, analysts' price targets ranged from KRW43,000 to KRW70,000 (or, using the reference exchange rate, approximately \$39.58 to \$64.43). With respect to December 15, 2014, Rothschild noted that analysts' price targets ranged from KRW42,000 to KRW70,000 (or, using the reference exchange rate, approximately \$38.66 to \$64.43).

***Selected Precedent Transactions Analysis***

Rothschild analyzed the transaction value multiples paid in (1) selected transactions involving companies engaging in climate control and thermal management systems manufacturing ( Climate Transactions ) and (2) selected transactions since November 2009 involving automotive suppliers with a transaction value greater than \$500 million ( Automotive Suppliers Transactions ).

For purposes of its analyses, Rothschild relied on public filings made by the companies involved in the selected transactions for historical information and research analyst estimates published by S&P and Capital IQ and calculated the following metrics of each such selected transaction:

the implied EV of the target of the selected transaction as a multiple ( EV/LTM Revenue ratio ) of last-twelve-months ( LTM ) revenue of the target at the time of each such selected transaction; and

the implied EV of the target of the selected transaction as a multiple ( EV/LTM EBITDA ratio ) of LTM EBITDA of the target at the time of each such selected transaction.

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The results of Rothschild's analysis are summarized in the chart below:

<b>Selected Climate Transactions</b>				<b>EV/LTM EBITDA</b>
<b>Announcement Date</b>	<b>Acquirer</b>	<b>Target Company</b>	<b>EV/LTM Revenue Ratios</b>	<b>Ratios</b>
June 2014	HVCC	Cooper Standard Thermal & Emissions.	Not Available	Not Available
January 2013	Halla Climate Control	Visteon Corporation (Automotive Climate)	Not Available	Not Available
May 2012	Global Temperature Control, LLC	Santech Industries, Inc.	Not Available	Not Available
May 2012	Standard Motor Products Inc.	CompressorWorks	0.64x	Not Available
June 2011	Sogefi	Mark IV Industries	0.55x	5.1x
August 2008	Mobile Climate Control Industries	Acme Radiator & Air Conditioning	1.28x	Not Available
May 2008	EQT Partners AB	Titanx Engine Cooling AB	0.45x	Not Available
February 2008	Haldex AB	Concentric plc	1.25x	Not Available
November 2007	Ningbo Huaxiang Electronic Co.	Fawer Automotive Parts Company (49%)	Not Available	Not Available
May 2007	Oaktree Capital Management	TI Automotive Limited	Not Available	Not Available
March 2007	Orhan Holding	Dana (Fluid Products Hose and Tubing)	0.38x	Not Available
November 2006	Camada Group	Spectra Premium Industries	0.54x	6.1x
<b>Selected Automotive Suppliers Transactions</b>				
August 2014	Lear	Eagle Ottawa	0.85x	Not Available
July 2014	ZF Friedrichshafen	TRW Automotive	0.76x	7.9x
May 2014	AVIC Electromechanical Systems	Hilite International	1.22x	Not Available
May 2014	American Securities	Grede Holdings	Not Available	Not Available
February 2014	Continental	Veyance Technologies	0.93x	6.9x
October 2013	Crestview Partners; CITIC	Stackpole	Not Available	5.4x
May 2013	Bain Capital	FTE Automotive	0.90x	5.5x
December 2012	American Securities	Metaldyne	Not Available	Not Available
October 2012	American Securities	HHI Group Holdings	0.89x	Not Available
May 2012	Delphi Automotive	FCI SA	1.11x	Not Available
October 2011	Iochpe-Maxion	Hayes Lemmerz	0.42x	3.4x
September 2011	Nisshinbo Holdings Inc.	TMD Friction Group	0.94x	8.5x
November 2009	Faurecia	Emcon	0.14x	6.6x

Based on the EV/LTM EBITDA ratios calculated above and on Rothschild's professional judgment, Rothschild applied an illustrative range of EV/LTM EBITDA ratios of 6.0x to 8.0x to the estimated EBITDA of HVCC for fiscal year 2014 (as adjusted for the pension interest cost) as provided in the Forecasts, to reach a range of implied EVs. Rothschild then subtracted from such implied EVs the estimated amount of debt, after-tax underfunded pension liability, and minority interest and added the estimated amount of cash and equity interest of HVCC in affiliates, in each case as provided in the Forecasts, to reach implied equity values. Rothschild then divided such implied equity values by the number of shares of HVCC outstanding as of December 15, 2014 to reach a range of implied values per share of HVCC of KR₩31,638 to KR₩41,670 (or, using the reference exchange rate, approximately \$29.12 to \$38.36 per share).

**Table of Contents*****Illustrative Discounted Cash Flow Analysis***

Rothschild performed an illustrative discounted cash flow analysis of HVCC to derive a range of implied values per share of HVCC. Assuming a 24.2% tax rate, the South Korean corporate tax rate as provided by KPMG, Rothschild calculated a range of implied EVs, by adding (x) the estimated unlevered, after-tax free cash flows over fiscal years 2015 through 2018 based on the Forecasts, after the application of an illustrative after-tax discount rate of 10.1%, which was based on the estimated weighted average cost of capital for HVCC, to (y) the terminal value of HVCC for fiscal year 2018. Rothschild estimated the terminal value of HVCC for the fiscal year 2018 by applying an illustrative range of growth rates in perpetuity of 1.5% to 3.5%, which Rothschild selected using its experience and professional judgment, to the estimated unlevered, after-tax free cash flow for fiscal year 2018 based on the Forecasts. Rothschild then subtracted from such illustrative EVs the estimated amount of debt, after-tax underfunded pension liability, minority interest and added the estimated amount of cash and equity interest of HVCC in affiliates, in each case as provided in the Forecasts, to reach a range of implied equity values. Rothschild then divided such implied equity values by the number of shares of HVCC outstanding as of December 15, 2014 to reach a range of implied values per share of HVCC of KRW44,384 to KRW55,018 (or, using the reference exchange rate, approximately \$40.85 to \$50.64 per share).

***Miscellaneous***

Rothschild is acting as financial advisor to Visteon with respect to the sale of our HVCC shares and received a fee of \$2.5 million upon delivery of its opinion and will receive a fee of approximately \$9.9 million upon the consummation of the sale of our HVCC shares. In addition, Visteon agreed to reimburse Rothschild's expenses and indemnify Rothschild against certain liabilities that may arise out of its engagement. Rothschild or its affiliates may in the future provide financial services to Visteon, VIHI, HVCC, either of Purchasers and/or their respective affiliates, including Hahn & Co., an affiliate of Hahn, and its affiliates and portfolio companies, in the ordinary course of its businesses from time to time and may receive fees for the rendering of such services. In addition, Rothschild provided in the past two years, is providing, and will continue to provide, financial advisory services to Visteon, and was, and will be, paid customary fees for such services. Specifically, Rothschild provided financial advisory services to Visteon in connection with certain asset dispositions and acquisitions as well as general strategic advisory services. During the two year period ended December 16, 2014, Rothschild has received compensation for financial advisory services provided directly to Visteon and/or to its affiliates of approximately \$16 million. Rothschild or its affiliates also may have provided in the past two years, may be providing, may continue to provide, and may in the future provide financial services to some or all of the equity investors in Hahn and may have been, or may be, paid customary fees for such services.

In the ordinary course of business, Rothschild or its affiliates may actively trade the securities or related derivative securities, or financial instruments of Visteon, VIHI, HVCC or either of Purchasers and their respective affiliates, including Hahn & Co. and its affiliates and portfolio companies, for its own account and for the account of its customers and, accordingly, may at any time hold a long or short position in such securities or instruments.

Rothschild's opinion was given and speaks only as of its date. Subsequent developments may affect Rothschild's opinion and the assumptions used in preparing it, and Rothschild does not have any obligation to update, revise, or reaffirm its opinion. Rothschild's opinion was approved by the Global Financial Advisory Commitment Committee of Rothschild.

**Interests of the Directors and Executive Officers in the Sale of our HVCC shares**

In considering the recommendation of the Board of Directors, you should be aware that some of our directors and executive officers have interests in the sale of our HVCC shares that are different from, or in addition to, those of our stockholders. The Board of Directors was aware of these interests and considered them, among other matters, in making its recommendation.

The interests related to or arise from, among other things:

the accelerated vesting of stock options and stock appreciation rights held by certain executive officers;

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the potential accelerated vesting and/or payout of performance stock units and restricted stock units held by certain executive officers if such executive officer's employment were to be terminated following the sale of our HVCC shares;

the potential receipt of severance payments and benefits by executive officers if such executive officer's employment were to be terminated following the sale of our HVCC shares; and

the potential acceleration of deferred compensation and retirement benefits of executive officers if such executive officer's employment were to be terminated following the sale of our HVCC shares.

These interests are described below. The dates used below to quantify these interests have been selected for illustrative purposes only. They do not necessarily reflect the dates on which certain events will occur.

***Treatment of Equity and Equity-Based Awards held by Executive Officers***

Upon a change in control, all stock options and stock appreciation rights granted under the Visteon Corporation 2010 Incentive Plan (the Incentive Plan ) become immediately vested.

Upon a change in control, any outstanding restricted stock units granted under the Incentive Plan (i) if such units are not assumed, converted or replaced by the acquirer or other continuing entity, become immediately vested, or (ii) if the units are assumed, converted or replaced by the acquirer or other continuing entity and the executive officer's employment is terminated by Visteon without cause or by the executive officer for good reason within twenty-four (24) months after such change in control, become immediately vested or (iii) vested on a pro rata basis if the executive officer's employment is terminated without cause (or for good reason for certain executive officers) and either a change in control has occurred before the termination of employment or the executive officer had remained in the employ of the Company for at least 180 days following the grant date (to the extent not accelerated pursuant to (ii)).

Upon a change in control, the performance stock units granted under the Incentive Plan, (i) if such units are not assumed, converted or replaced by the acquirer or other continuing entity, become immediately vested to the extent that the performance metrics have been achieved as of the date of such change in control (with any remainder being forfeited), or (ii) if the units are assumed, converted or replaced by the acquirer or other continuing entity and the executive officer's employment continues beyond the date that is twenty-four (24) months after such change in control, become time-based units to the extent that the performance metrics have been achieved as of the date of such change in control (with any remainder being forfeited) and vest, if at all, on its scheduled vesting date. However, upon a change in control in which the acquirer or other continuing entity assumes, converts or replaces such units, the performance stock units will become immediately vested to the extent that the performance metrics have been achieved as of the date of such change in control (with any remainder being forfeited) if the executive officer's employment is terminated without cause or for good reason (each as defined in the applicable change in control agreements) within twenty-four (24) months following the change in control.

In addition, the special performance cash award made to Mr. Thall in 2013 (the Electronics Special Award ) under the Incentive Plan will continue to vest in accordance with the existing schedule if such award is assumed by the acquirer and Mr. Thall's employment continues beyond two (2) years after such change in control or sale of the electronics business unit. A valuation of the electronics business unit will be made as of the date of such change in control or sale of the electronics business unit, and Mr. Thall will receive payouts of the Electronics Special Award based on the increase in valuation using the change in control valuation. If the Electronics Special Award is not assumed by the acquirer or Mr. Thall's employment is terminated without cause within two (2) years after such change in control or sale of the electronics business unit, then the remaining unvested and unpaid portion of the Electronics Special Award becomes vested. A valuation of the electronics business unit will be made as of the date of such change in control or sale of the electronics business unit, and Mr. Thall will receive a payment based on the increase in the valuation multiplied by the percentage of the award that remains unvested and unpaid as of such date.

***Payments to Directors and Executive Officers Upon Termination Following Change in Control***

Based on the assumptions used in the table entitled "Golden Parachute Compensation" beginning on page [ ] of this proxy statement, persons who have been an executive officer of the Company since the beginning of fiscal year 2014

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will potentially be entitled to aggregate compensation of \$92,299,255 in connection with the proposed sale of our HVCC shares. Assuming a stock price of \$96.115 per share of Visteon stock, our directors will potentially be entitled to total aggregate compensation of \$5,384,843 in connection with the proposed sale of our HVCC shares.

**Change in Control Agreements**

The following executive officers are parties to a Change in Control Agreement, which we will refer to as the change in control agreements. The change in control agreements provide enhanced benefits in the event an executive officer party thereto experiences a qualifying termination of employment for cause or resignation for good reason, which we refer to as a termination of employment, in conjunction with the completion of a transaction such as the sale of all or substantially all of Visteon's assets.

No executive officer's severance payments pursuant to a change in control agreement may exceed the greater of (i) the largest portion of the payment that would result in no portion of the payment being subject to an excise tax under Sections 280G and 4999 of the Code, which we refer to as the excise tax, and (ii) the total payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and any excise tax (all computed at the highest applicable marginal rate) that results in such executive officer's receipt, on an after-tax basis, of the greater amount of the payment notwithstanding that all or some portion of the payment may be subject to the excise tax.

*Timothy D. Leuliette*

Timothy D. Leuliette, Chief Executive Officer and President, is currently party to a change in control agreement, dated September 30, 2012. Pursuant to the terms of the change in control agreement, if Mr. Leuliette experiences a termination of employment on or within two (2) years following a change in control and executes an effective release, Mr. Leuliette is entitled to the following severance benefits: (i) a lump sum payment of two and one-half times (2.5x) the sum of his base salary and target bonus; (ii) a lump sum payment of any accrued but unpaid bonus for the fiscal year preceding the year of termination and a pro rata bonus at target for the fiscal year during which termination occurs; (iii) reimbursement for outplacement services; (iv) reimbursement for legal fees and expenses incurred in disputing in good faith any issue arising out of the change in control agreement; and (v) life, accident and health insurance benefits for Mr. Leuliette and his dependents for eighteen (18) months following termination.

*Jeffrey M. Stafeil and Martin T. Thall*

Jeffrey M. Stafeil, Chief Financial Officer and Executive Vice President, and Martin T. Thall, Executive Vice President and President, Electronics, are each currently parties to a change in control agreement providing that if Messrs. Stafeil or Thall, as applicable, experiences a termination of employment on or within two (2) years following a change in control and executes an effective release, the applicable executive is entitled to the following severance benefits: (i) a lump sum payment of two times (2x) the sum of his base salary and target bonus; (ii) a lump sum payment of any accrued but unpaid bonus for the fiscal year preceding the year of termination and a pro rata bonus at target for the fiscal year during which termination occurs; (iii) accelerated vesting of benefits under the Company's 2010 Supplemental Retirement Plan, Savings Parity Plan or any successors to such plans; (iv) reimbursement for outplacement services; (v) reimbursement for all legal fees and expenses incurred by the applicable executive in disputing in good faith any issue arising out of the change in control agreement; and (vi) life, accident and health insurance benefits for the applicable executive and his dependents for eighteen (18) months following termination.

*Michael J. Widgren, Michael K. Sharnas and Peter M. Ziparo*

Michael J. Widgren, Senior Vice President, Corporate Controller and Chief Accounting Officer, Michael K. Sharnas, Assistant General Counsel and former Senior Vice President and General Counsel, and Peter M. Ziparo, Vice President and General Counsel, are each currently parties to a change in control agreement providing that if Messrs. Widgren, Sharnas or Ziparo, as applicable, experiences a termination of employment on or within two (2) years following a change in control and executes an effective release, the applicable executive is entitled to the following severance benefits: (i) a lump sum payment of one and one-half times (1.5x) the sum of his base salary and target bonus; (ii) a

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lump sum payment of any accrued but unpaid bonus for the fiscal year preceding the year of termination and a pro rata bonus at target for the fiscal year during which termination occurs; (iii) accelerated vesting of benefits under the Company's 2010 Supplemental Retirement Plan, 2010 Pension Parity Plan, Savings Parity Plan or any successors to such plans; (iv) reimbursement for outplacement services; (v) reimbursement for all legal fees and expenses incurred by the applicable executive in disputing in good faith any issue arising out of the change in control agreement; and (vi) life, accident and health insurance benefits for the applicable executive and his dependents for eighteen (18) months following termination.

*YH Park*

The change in control agreement proposed to be entered into with YH Park, President and Chief Executive Officer of HVCC, provides, subject to shareholder approval at HVCC, that if Mr. Park experiences a termination of employment on or within two (2) years following a change in control and executes an effective release, Mr. Park is entitled to the following severance benefits: (i) a lump sum payment of two times (2x) the sum of his base salary and target bonus; (ii) a lump sum payment of Mr. Park's target annual incentive in respect of the fiscal year during which his termination occurs; (iii) a lump sum payment of benefits accrued by or payable to Mr. Park at the time of termination, including benefits under any retirement plan, pension plan, savings plan or any successor to any such plan and the benefits then accrued by or payable to Mr. Park under any other nonqualified plan providing supplemental retirement or deferred compensation benefits shall become fully vested; (iv) reimbursement for outplacement services; and (v) life, accident and health insurance benefits for Mr. Park and his dependents for eighteen (18) months following termination.

Director Plans

The Visteon Corporation Non-Employee Director Stock Unit Plan provides for the lump sum payout of outstanding amounts upon a change in control. The Visteon Corporation Deferred Compensation Plan for Non-Employee Directors provides non-employee directors the opportunity to voluntarily defer cash remuneration that will be earned for the future performance of services as members of the Board of Directors. Upon a change in control, directors' accounts are to be paid out in a single, lump-sum payment, notwithstanding any prior distribution elections. In addition, the vesting of annual restricted stock units awarded to the non-executive Chairman of the Board under the Incentive Plan would be accelerated upon a change in control.

Golden Parachutes

The following tables show the estimated amounts of payments and benefits that each named executive officer would receive in connection with the sale of the HVCC shares, assuming consummation of the sale occurred on February 28, 2015 and the employment of the named executive officer was terminated without cause or the named executive officer resigned for good reason on such date.

The table below, entitled "Golden Parachute Compensation," along with its footnotes, sets forth the information required by Item 402(t) of Regulation S-K regarding the compensation payable to Visteon's President and Chief Executive Officer, Executive Vice President and Chief Financial Officer and Executive Vice President and President, Electronics, the continuing named executive officers as determined for purposes of its most recent annual proxy statement, which compensation is subject to an advisory vote of Visteon's shareholders, as described below in Proposal 3: Advisory Vote on Executive Compensation Arrangements Related to the Sale of our HVCC Shares beginning on page [ ].

The calculations in the table below do not include amounts the named executive officers were already entitled to receive or vested as of February 28, 2015, or amounts under contracts, agreements, plans or arrangements to the extent they do not discriminate in scope, terms or operation in favor of executive officers and that are available generally to all of the salaried employees of Visteon. In addition to the assumptions regarding the consummation date of the sale of our HVCC shares and termination of the employment of the named executive officers, these estimates are based on certain other assumptions that are described in the footnotes accompanying the tables below. Accordingly, the ultimate values to be received by a named executive officer in connection with the sale of our HVCC shares may differ from the amounts set forth below.

**Table of Contents****Golden Parachute Compensation (1)**

Name	Cash \$(2)	Equity \$(3)	Pension/ NQDC \$(4)	Perquisites/ Benefits \$(5)	Other \$(6)	Total (\$)
Timothy D. Leuliette	6,909,584	39,413,522		12,441	50,000	46,385,547
Jeffrey M. Stafeil	2,574,451	13,666,326	371,615	18,115	50,000	16,680,507
Martin T. Thall	7,203,629	1,123,128	104,799	10,748	50,000	8,492,304

- (1) Messrs. Meszaros and Pallash and Ms. Greenway, who were named executive officers for purposes of the Company's most recent annual proxy statement, have been excluded because their employment ceased prior to 2014, and, as a result, they are not entitled to golden parachute compensation.
- (2) As described in The Sale of Our HVCC Shares Interests of the Directors and Executive Officers in the Sale of our HVCC Shares Payments to Directors and Executive Officers Upon Termination Following Change in Control Change in Control Agreements, the cash payments to the named executive officers consist of the sum of (i) a lump sum payment of two and one-half times (2.5x) the sum of base salary and target bonus for Mr. Leuliette and a lump sum payment of two times (2x) the sum of base salary and target bonus for Messrs. Stafeil and Thall, as applicable, and (ii) a lump sum payment of any accrued but unpaid bonus for the fiscal year preceding the year of qualifying termination and a pro rata bonus at target for the fiscal year during which such qualifying termination occurs, assuming each named executive officer experiences a qualifying termination of such named executive officer's employment within two (2) years of a change in control. No amounts are payable under the named executive officers' change in control agreements as a result of a single-trigger event. Additionally for Mr. Thall, as described in The Sale of Our HVCC Shares Interests of the Directors and Executive Officers in the Sale of our HVCC Shares Treatment of Equity and Equity-Based Awards held by Executive Officers, this column includes an estimated cash payment of \$4,982,296 upon the accelerated vesting of his Electronics Special Award following a qualifying termination of his employment within two (2) of a change in control. The Electronics Special Award would be paid in three (3) equal annual installments beginning in 2016 if there was no qualifying termination of Mr. Thall's employment.

The cash payments described in this column (2) include the following components:

Name	Multiple of Base Salary and Target Bonus Award (\$)	Prorated Target Annual Bonus (\$)	Special Performance Cash Award (\$)	Total (\$)
Timothy D. Leuliette	6,662,813	246,771		6,909,584
Jeffrey M. Stafeil	2,482,506	91,945		2,574,451
Martin T. Thall	2,142,000	79,333	4,982,296	7,203,629

- (3) As described in The Sale of Our HVCC Shares Interests of the Directors and Executive Officers in the Sale of our HVCC Shares Treatment of Equity and Equity-Based Awards held by Executive Officers, the equity amounts consist of the accelerated vesting of each named executive officer's outstanding restricted stock units (RSUs) and/or performance stock units (PSUs) following a qualifying termination of employment within twenty-four (24) months of a change in control. Amounts shown in this column represent the market value of restricted stock units and/or performance stock units, determined using a per share price of \$105.29, the average closing market price over the first five (5) business days following the public announcement of the entry into the Share Purchase Agreement on December 17, 2014. No stock awards held by these persons would accelerate as a result of a single-trigger event.

The equity payments described in this column (3) include the following components:

Name	Unvested RSUs (\$)	Unvested PSUs (\$)	Total (\$)
Timothy D. Leuliette	2,992,237	36,421,285	39,413,522
Jeffrey M. Stafeil	1,020,365	12,645,961	13,666,326
Martin T. Thall	1,123,128		1,123,128

- (4) As described in The Sale of Our HVCC Shares Interests of the Directors and Executive Officers in the Sale of our HVCC Shares Payments to Directors and Executive Officers Upon Termination Following Change in Control Change in Control Agreements, the value of pension and nonqualified deferred

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compensation benefit enhancements consists of the accelerated vesting of benefits under the our Savings Parity Plan and Defined Contribution SERP for Messrs. Stafeil and Thall, as of February 28, 2015, assuming each named executive officer experiences a qualifying termination of employment within two (2) years of a change in control. Mr. Leuliette was already vested in his account balances.



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The pension and nonqualified deferred compensation benefit enhancements described in this column (4) include the following components:

Name	Savings Parity Plan (\$)	Defined Contribution SERP (\$)	Total (\$)
Jeffrey M. Stafeil	116,061	255,554	371,615
Martin T. Thall	25,937	78,862	104,799

- (5) As described in *The Sale of Our HVCC Shares* Interests of the Directors and Executive Officers in the Sale of our HVCC Shares Payments to Directors and Executive Officers Upon Termination Following Change in Control Change in Control Agreements, the value in this column represents an estimate, based on current insurance premiums, of the cost of life, accident and health insurance benefits for each named executive officer and his dependents for eighteen (18) months following a qualifying termination within two (2) years of a change in control.
- (6) As described in *The Sale of Our HVCC Shares* Interests of the Directors and Executive Officers in the Sale of our HVCC Shares Payments to Directors and Executive Officers Upon Termination Following Change in Control Change in Control Agreements, value in this column represents the maximum allowable cost of outplacement services following a qualifying termination of such named executive officer's employment within two (2) years of a change in control. Amounts to be paid by the Company will be based on expenses actually incurred by the named executive officers and may be significantly less than the amounts presented in the table.

**Financing**

We estimate that the total funds needed by Purchasers to consummate the transactions contemplated by the Share Purchase Agreement, including the acquisition of our HVCC shares, will be approximately \$3.5 billion, excluding fees and expenses incurred in connection with the transactions contemplated by the Share Purchase Agreement. Hahn has secured committed financing for its portion of the purchase price, consisting of a combination of (i) equity contributions to be provided by affiliates of Hahn & Co., and (ii) debt financing to be arranged and underwritten by Korea Exchange Bank, NH Investment & Securities Co., Ltd. and Shinhan Bank. Hankook has represented that it has available to it sufficient resources to fund its portion of the purchase price and associated costs and expenses at closing. Hahn is responsible for any out-of-pocket expenses incurred in connection with obtaining its financing. The Share Purchase Agreement also provides that either party may specifically enforce the other party's obligations under the Share Purchase Agreement, provided that Visteon may only seek to cause Hahn to cause the funding of the equity financing or cause Hankook to fulfill its payment obligation if certain conditions are satisfied, including (i) the satisfaction of the conditions to Purchasers' obligation to consummate the closing under the Share Purchase Agreement, and (ii) the debt financing described below or any alternative financing (if applicable) having been funded at or before the closing in accordance with its terms if the equity financing is funded at the closing.

Hahn has agreed to use its reasonable best efforts to obtain the equity and debt financing substantially on the terms and conditions described in the commitment letters. If any portion of the financing becomes unavailable in the manner or from the sources contemplated in the commitment letters or Hahn becomes aware of any event or circumstance that makes, or could reasonably be likely to make, any portion of the financing unavailable, (i) Hahn must promptly so notify Visteon and (ii) Hahn must use its reasonable best efforts to arrange and obtain, and enter into definitive agreements with respect to, alternative financing.

**Equity Financing**

Pursuant to equity commitment letters, dated December 17, 2014, affiliates of Hahn & Co. (collectively, the Investors) have agreed to purchase or cause the purchase, for cash, subject to the terms and conditions therein, of equity interests of Hahn, in an aggregate amount of up to \$950,000,000, which will constitute the equity financing for the transactions contemplated by the Share Purchase Agreement.

Each Investor's commitment under its equity commitment letter is conditioned upon (i) the satisfaction or waiver of the conditions to Purchasers' obligation to consummate the closing under the Share Purchase Agreement, (ii) the debt financing described below or any alternative financing (if applicable) having been funded at or before the closing in accordance with its terms if the equity financing is funded at the closing, (iii) the substantially contemporaneous closing of the contributions contemplated by the equity commitment letters of the other Investors, and (iv) the proceeds of such Investor's contribution being used to consummate the transactions contemplated by the Share Purchase Agreement.

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The obligation of each Investor to fund its equity commitment under its equity commitment letter will terminate automatically and immediately upon the earliest to occur of (i) the valid termination of the Share Purchase Agreement in accordance with its terms, and (ii) the closing, at which time the Investor's obligation will be discharged but subject to the performance of this obligation.

Each Investor may assign all or a portion of its obligation to fund its equity commitment to any of its affiliates or any other investment fund advised or managed by its affiliate, provided that any assignment will not relieve the Investor of its obligation to the extent not performed by the affiliate or investment fund.

### ***Debt Financing***

Hahn has entered into debt commitment letters, each dated December 12, 2014, pursuant to which (i) Korea Exchange Bank, NH Investment & Securities Co., Ltd. and Shinhan Bank each committed to Hahn to arrange and underwrite term and revolving senior debt facilities, and (ii) NH Investment & Securities Co., Ltd. committed to Hahn to arrange and underwrite a junior debt term facility. The commitment of the debt financing parties under the debt commitment letters expires if (i) Hahn's offer for the acquisition of our HVCC shares as contemplated by the Share Purchase Agreement is finally rejected, or (ii) Hahn informs the debt financing parties that Hahn is withdrawing its offer for the acquisition of our HVCC shares.

Pursuant to the debt commitment letters, on February 16, 2015, Hahn entered into (i) the Senior Facilities Agreement providing for senior debt facilities in an aggregate principal amount of up to KRW 1,574,000,000,000 (or approximately \$1,448,821,796.76, using the reference exchange rate), and (ii) the Junior Facility Agreement providing for a junior debt term facility in an aggregate principal amount of up to KRW 367,000,000,000 (or approximately \$337,812,960.24, using the reference exchange rate). Each facility under the Senior Facilities Agreement and the Junior Facility Agreement that will be used to finance Hahn's portion of the purchase price will be available until the earliest to occur of (i) the date that is six months after entry into the Senior Facilities Agreement or the Junior Facility Agreement, as applicable, (ii) the date on which such facility is fully drawn, cancelled or terminated in accordance with its terms, and (iii) the closing date of the acquisition. In the case of each facility, the actual amount committed is subject to a formula based on specified percentages of the amount of Hahn's portion of the purchase price.

The availability of the debt financing is subject, among other things, to the following conditions:

consummation of Hahn's equity financing in a specified amount;

delivery of all material approvals, consents, filings and authorizations of Korean governmental authorities necessary for the consummation of the acquisition;

delivery of all material approvals, consents, filings and authorizations of any governmental authorities necessary for the execution, delivery and performance of the definitive documentation related to each facility; and

the execution and delivery of certain documentation related to each facility.

Pursuant to their debt commitment letters, Korea Exchange Bank, NH Investment & Securities Co., Ltd. and Shinhan Bank remain committed to underwrite the full amount of the debt facilities contemplated by the Senior Facilities Agreement and the Junior Facility Agreement if any other lender fails to provide its portion of the debt financing contemplated by the Senior Facilities Agreement or the Junior Facility Agreement.

### **Accounting Treatment of the sale of our HVCC shares**

Under accounting principles generally accepted in the United States, we expect to reflect the results of operations of the thermal energy management business subject to the Share Purchase Agreement as discontinued operations at the time when all substantive contingencies have been resolved and necessary approvals obtained, including requisite stockholder approval. The anticipated gain on the sale of our HVCC shares, net of any applicable taxes, will be reflected in our financial statements commencing with the quarter during which the sale of our HVCC shares is consummated. For further information, see the unaudited pro forma condensed financial information included in this proxy statement.



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**Material U.S. Federal Income Tax Consequences**

The following is a general summary of certain material U.S. federal income tax consequences to Visteon and its affiliates, and to Visteon's stockholders, of the sale of our HVCC shares pursuant to the Share Purchase Agreement. This summary does not address all potentially relevant U.S. federal income tax matters, and it does not address any state, local, non-U.S., alternative minimum, unearned income Medicare contribution, estate or gift tax consequences of the sale of our HVCC shares pursuant to the Share Purchase Agreement. This summary also does not address the tax consequences of any transaction effectuated prior or subsequent to, or concurrently with, the sale of our HVCC shares (whether or not any such transaction is undertaken in connection with the sale of our HVCC shares).

This summary is based on the Internal Revenue Code of 1986, as amended (the Code), administrative pronouncements, judicial decisions and existing and proposed Treasury regulations, changes to any of which subsequent to the date of this proxy statement may affect the tax consequences summarized herein, possibly on a retroactive basis. This summary is for general guidance only and does not address the consequences applicable to certain categories of stockholders subject to special treatment under the Code, including, but not limited to, tax-exempt organizations, pass-through entities, certain financial institutions, insurance companies, qualified retirement plans, individual retirement accounts or other tax-deferred accounts, persons that hold our stock as part of a straddle, hedging transaction, conversion transaction, constructive sale or other arrangement involving more than one position, persons that acquired our stock in connection with the exercise of employee stock options or otherwise as compensation for services, dealers in securities or foreign currencies, traders in securities electing to mark to market, persons whose functional currency (as defined in the Code) is not the U.S. dollar, persons that hold our stock other than as a capital asset within the meaning of the Code, or persons that own directly, indirectly or by application of the constructive ownership rules of the Code 5% or more of our stock by voting power or by value.

This summary is of a general nature only and is not intended to be, and should not be construed to be, legal, business or tax advice to any person, and no representation with respect to the tax consequences to any particular person is made. No ruling has been requested from the Internal Revenue Service or any other taxing authority with respect to the U.S. federal income tax consequences of the sale of our HVCC shares, and Visteon will not seek an opinion of counsel with respect to the tax consequences summarized herein. There can be no assurance that the Internal Revenue Service or a court will not take a contrary position to anything summarized herein. **Visteon stockholders should consult their own tax advisors with regard to the application of the tax laws of the United States and any other taxing jurisdiction to their particular situations.**

The proposed sale of our HVCC shares pursuant to the Share Purchase Agreement will be a taxable transaction for U.S. federal income tax purposes, and it is anticipated that Visteon and its affiliates will recognize income and gain for U.S. federal income tax purposes as a result of the sale of our HVCC shares pursuant to the Share Purchase Agreement. However, it is anticipated that Visteon's U.S. federal income tax attributes will be available to offset a portion of its income, gain and tax liability, for U.S. federal income purposes, resulting from the sale of our HVCC shares pursuant to the Share Purchase Agreement. The determination of whether and to what extent such tax attributes will be available is highly complex and is based in part upon facts that will not be known until the completion of the sale of our HVCC shares pursuant to the Share Purchase Agreement, or later. It is anticipated that the proposed sale of our HVCC shares pursuant to the Share Purchase Agreement will generate a U.S. federal income tax liability to Visteon and its affiliates after the utilization of Visteon's tax attributes.

The proposed sale of our HVCC shares pursuant to the Share Purchase Agreement is entirely a corporate action. Therefore, such sale, by itself, should not result in the recognition of gain or loss, for U.S. federal income tax purposes, by Visteon's stockholders. In the event that any proceeds from the sale of our HVCC shares are paid by Visteon to Visteon stockholders, whether in the form of a dividend, stock repurchase, return of capital, or otherwise, Visteon stockholders may recognize income, gain, loss or deduction for U.S. federal income tax purposes in connection therewith. In such event, Visteon stockholders should consult their own tax advisors with regard to the application of the tax laws of the United States and any other taxing jurisdiction to their particular situations.

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THE PRECEDING IS A GENERAL SUMMARY OF CERTAIN MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES TO VISTEON AND ITS AFFILIATES, AND TO VISTEON'S STOCKHOLDERS, OF THE SALE OF OUR HVCC SHARES PURSUANT TO THE SHARE PURCHASE AGREEMENT, AND DOES NOT PURPORT TO BE A COMPLETE ANALYSIS OR DISCUSSION OF ALL POTENTIAL TAX EFFECTS RELEVANT THERETO. THIS DISCUSSION WAS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE CODE OR OTHERWISE. THE FOREGOING SUMMARY WAS WRITTEN TO SUPPORT THE SOLICITATION OF PROXIES FOR THE SPECIAL MEETING. VISTEON STOCKHOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH REGARD TO THE APPLICATION OF THE TAX LAWS OF THE UNITED STATES AND ANY OTHER TAXING JURISDICTION TO THEIR PARTICULAR SITUATIONS.

### **Governmental and Regulatory Approvals**

Visteon and Purchasers have agreed to use their respective commercially reasonable efforts to comply with all regulatory notification requirements and obtain all regulatory approvals required to consummate the sale of our HVCC shares and the other transactions contemplated by the Share Purchase Agreement. These approvals include the following filings, approvals or notifications:

Visteon/VIHI, as a foreign investor, will be required to file a share transfer report with the designated foreign exchange bank or other applicable government authority pursuant to the Foreign Investment Promotion Act of Korea (the FIPA);

Visteon/VIHI or HVCC will be required to make a foreign-invested company deregistration filing with the designated foreign exchange bank or other applicable government authority pursuant to the FIPA;

both Hahn and Hankook and Visteon/VIHI will be required to file a 5% report and a 10% report with the Financial Services Commission of South Korea (for the 5% report), the Securities and Futures Commission (for the 10% report), and the Korea Exchange (for both the 5% report and the 10% report) pursuant to the Financial Investment Services and Capital Market Act and the regulations promulgated thereunder (collectively, the Capital Market Act);

Visteon/VIHI will be required to file an over-the-counter report with the Financial Supervisory Service pursuant to the Capital Market Act; and

HVCC will be required to file a report of change in the largest stockholder with the Korea Exchange pursuant to the Capital Market Act. In addition, the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, require the approval or expiration or termination of waiting periods (including any extensions thereof) to be obtained or to have occurred under the antitrust or competition laws of the following jurisdictions: China, Czech Republic, India, Korea, Russia, Slovakia, Turkey and the United States. As of March 4, 2015, we have received antitrust clearance in the following jurisdictions: Czech Republic, Korea, Russia, Slovakia, Turkey and the United States.

### **Other Agreements and Transactions Related to the Sale of our HVCC shares**

#### ***Transition Agreement***

In connection with the closing of the sale of our HVCC shares, Visteon and Purchasers and/or HVCC will enter into certain other agreements, including a transition agreement, pursuant to which, for a specified period following the closing, Visteon will provide certain services to HVCC and HVCC will provide certain services to Visteon. The transition agreement contains other agreements relating to:

the release by HVCC and its affiliates of any resigning and former directors of HVCC employed or formerly employed by Visteon;

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the preservation of and access to HVCC's books and records by us; and

HVCC's non-solicitation of certain specified persons for a period of twenty-four months after the closing date.

**Table of Contents****SHARE PURCHASE AGREEMENT**

*The following summary describes certain material provisions of the Share Purchase Agreement. This summary is not complete and is qualified in its entirety by reference to the Share Purchase Agreement, which is attached to this proxy statement as Annex A and incorporated into this proxy statement by reference. We encourage you to read the Share Purchase Agreement carefully in its entirety because this summary may not contain all the information about the Share Purchase Agreement that is important to you. The rights and obligations of the parties are governed by the express terms of the Share Purchase Agreement and not by this summary or any other information contained in this proxy statement.*

*The representations, warranties, covenants and agreements described below and included in the Share Purchase Agreement were made only for purposes of the Share Purchase Agreement and as of specific dates, were solely for the benefit of the parties to the Share Purchase Agreement except as expressly stated therein and may be subject to important qualifications, limitations and supplemental information agreed to by Visteon, VIHI, Hahn and Hankook in connection with negotiating the terms of the Share Purchase Agreement. In addition, the representations and warranties were included in the Share Purchase Agreement for the purpose of allocating contractual risk between Visteon, VIHI, Hahn and Hankook rather than to establish matters as facts, and may be subject to standards of materiality applicable to such parties that differ from those applicable to investors. Investors and stockholders are not third-party beneficiaries under the Share Purchase Agreement and should not rely on the representations, warranties, covenants and agreements or any descriptions thereof as characterizations of the actual state of facts or condition of Visteon, VIHI, Hahn or Hankook or any of their respective affiliates or businesses. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Share Purchase Agreement. The Share Purchase Agreement is described below, and attached as Annex A hereto, only to provide you with information regarding its terms and conditions, and not to provide any other factual information regarding Visteon, HVCC or their respective businesses. Accordingly, the representations, warranties, covenants and other agreements in the Share Purchase Agreement should not be read alone, and you should read the information provided elsewhere in this document and in our filings with the SEC regarding Visteon and our business. Please see *Where You Can Find More Information* beginning on page [ ].*

**The Sale of our HVCC shares**

At the closing, upon the terms and subject to the conditions set forth in the Share Purchase Agreement, Visteon and its wholly owned subsidiary VIHI, will sell to Purchasers, and Purchasers will purchase, all 74,720,000 shares of HVCC owned by VIHI, which constitute approximately 70% of the outstanding shares of HVCC. Hahn will purchase 53,913,800 of our HVCC shares (or approximately 72.2% of our HVCC shares) and Hankook will purchase 20,806,200 of our HVCC shares (or approximately 27.8% of our HVCC shares).

**Closing**

The closing of the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, is scheduled to take place on the date that is the later of (i) the fifteenth (15th) business day following the satisfaction or waiver of the conditions set forth in the Share Purchase Agreement regarding (x) the requisite Visteon stockholder approval and (y) antitrust clearances or (ii) the fifth (5th) business day following the satisfaction or waiver of the other conditions set forth in the Share Purchase Agreement, or at such other time or date as the parties may mutually agree.

**Purchase Price**

The purchase price payable by Purchasers to Visteon for the purchase of our HVCC shares is KRW52,000 per share (or approximately \$47.86 per share, using the reference exchange rate) and in the aggregate will consist of KRW2,853,360,000,000 (or approximately \$2,626,435,935.20, using the reference exchange rate) and \$950,000,000, minus (1) the amount of the 2014 dividend payable on our HVCC shares to be sold, which dividend will be retained by Visteon, and (2) the securities transaction tax arising from the sale of our HVCC shares pursuant to the Securities Transaction Tax Law of Korea. Upon written notice, Purchasers may elect to subtract an amount up to \$200,000,000 from the U.S. Dollar portion of the aggregate purchase price and add the equivalent amount of KRW to the KRW

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portion of the aggregate purchase price, based on the fixed exchange rate of \$1 to KRW1,086.4. Hahn is obligated to pay approximately 72.2% of the aggregate purchase price and Hankook is obligated to pay approximately 27.8% of the aggregate purchase price.

**Representations and Warranties**

The Share Purchase Agreement contains representations and warranties of Visteon and VIHI, as sellers, and Hahn and Hankook, as purchasers.

***Visteon's and VIHI's Representations and Warranties***

Certain of the representations and warranties in the Share Purchase Agreement made by Visteon and VIHI are qualified as to materiality or Material Adverse Effect. For the purposes of the Share Purchase Agreement, Material Adverse Effect means any fact, circumstance, event, change, occurrence or effect that has had or would have a material adverse effect on (i) the business, condition (financial or otherwise), properties, liabilities, assets or results of operations of HVCC and its subsidiaries, taken as a whole or (ii) the ability of Visteon or VIHI to consummate the transactions contemplated by the Share Purchase Agreement. The following items do not constitute, and may not be taken into account in determining whether a Material Adverse Effect has occurred or would occur:

changes in general economic, financial market, business or geopolitical conditions;

general changes or developments in any of the industries or markets in which HVCC or its subsidiaries operate;

changes after the date of the Share Purchase Agreement in any applicable laws or applicable accounting regulations or principles or interpretations thereof;

any change in the price or trading volume of HVCC's securities, in and of itself (provided that the facts or occurrences giving rise to or contributing to such change that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been a Material Adverse Effect);

any failure by HVCC to meet published analyst estimates or expectations of HVCC's revenue, earnings or other financial performance or results of operations for any period, in and of itself (provided that the facts or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been a Material Adverse Effect);

any failure by HVCC to meet its internal or published projections, budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations, in and of itself (provided that the facts or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been a Material Adverse Effect);

any outbreak or escalation of hostilities or war or any act of terrorism, or any acts of God or natural disasters;

the negotiation, announcement, consummation or existence of the Share Purchase Agreement and the transactions contemplated thereby, or the identity of the parties to the Share Purchase Agreement (or any communication by either Hahn or Hankook regarding the plans or intentions of either Hahn or Hankook with respect to the conduct of the business of HVCC or any of its subsidiaries), or the performance of the Share Purchase Agreement and the transactions contemplated thereby, including compliance with the covenants set forth therein;



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any action taken by Visteon, VIHI or HVCC, or which Visteon, VIHI or HVCC causes to be taken by any of its subsidiaries, in each case, which is required by the Share Purchase Agreement;

any termination, expiration or non-renewal after the date of the Share Purchase Agreement of any material contract, or any notice of such termination or non-renewal, other than as a result of any material breach by HVCC or any of its subsidiaries of the terms of any such material contract; and

any actions taken (or omitted to be taken) at the written request of the Hahn, as representative of Purchasers.

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However, the facts, circumstances, events, changes, occurrences or effects set forth in the first through third exclusions and the seventh exclusion above will be taken into account in determining whether a Material Adverse Effect has occurred to the extent (but only to such extent) such facts, circumstances, events, changes, occurrences or effects have a disproportionate adverse impact on HVCC and its subsidiaries, taken as a whole, relative to the other participants in the industries in which HVCC or its subsidiaries operate.

In addition, the early termination or cancellation of an existing sourcing or similar agreement by an original equipment manufacturer (an OEM) customer of HVCC or any of its subsidiaries, other than certain specified OEM customers, may be taken into account in determining whether a Material Adverse Effect has occurred or would occur.

In the Share Purchase Agreement, Visteon and VIHI have made customary representations and warranties to Purchasers that are subject, in some cases, to specified exceptions and qualifications contained in the Share Purchase Agreement, including materiality or Material Adverse Effect. These representations and warranties relate to, among other things:

Visteon's, VIHI's and HVCC's due organization, valid existence, good standing, power and authority and qualification to conduct business;

our corporate power and authority and due authorization to enter into the Share Purchase Agreement;

VIHI's power and authority and due authorization to enter into the Share Purchase Agreement;

the enforceability of the Share Purchase Agreement;

the capitalization of HVCC and HVCC's subsidiaries' authorized share capital and our title to our HVCC shares being sold;

the absence of: conflicts with our and VIHI's organizational documents, adverse effects on existing contracts, violations of applicable law, or notice, authorization or consent requirements as a result of entering into the Share Purchase Agreement and consummating the transactions contemplated by the Share Purchase Agreement;

HVCC's securities filings, financial statements, disclosure controls and internal controls;

the absence of undisclosed liabilities of HVCC and or its subsidiaries;

our U.S. and Korean securities filings;

the absence of material misstatements in connection with this proxy statement or any other documents filed with the SEC in connection with the transactions contemplated by the Share Purchase Agreement;

the absence of any action by or against HVCC or its subsidiaries;

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the absence of any action challenging the transactions contemplated by the Share Purchase Agreement;

HVCC and its subsidiaries compliance with laws and possession of permits;

tax matters relating to HVCC and its subsidiaries;

labor and employee benefits matters relating to HVCC and its subsidiaries;

HVCC and its subsidiaries owned and leased real property;

HVCC and its subsidiaries intellectual property;

environmental matters relating to HVCC and its subsidiaries;

the absence of certain changes to HVCC and its subsidiaries since September 30, 2014;

material contracts of HVCC and its subsidiaries;

affiliate transactions between us and HVCC and its subsidiaries;

HVCC and its subsidiaries material customers and material suppliers;

insurance matters relating to HVCC and its subsidiaries;

HVCC and its subsidiaries compliance with sanctions and export controls laws;

HVCC and its subsidiaries compliance with anti-corruption and anti-bribery laws;

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the absence of any product recalls by HVCC or its subsidiaries;

the absence of any government subsidies to HVCC or its subsidiaries;

the absence of any required votes in connection with the consummation of the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, other than by the holders of a majority of our outstanding common stock entitled to vote at the special meeting and by the sole member of VIHI;

payment of fees to brokers in connection with the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares; and

the opinion of Rothschild.

***Hahn s Representations and Warranties***

Hahn s representations and warranties in the Share Purchase Agreement relate to, among other things:

its due organization, valid existence and good standing;

its power and authority and due authorization to enter into the Share Purchase Agreement;

the enforceability of the Share Purchase Agreement;

the absence of: conflicts with its organizational documents, adverse effects on existing contracts, violations of applicable law, or notice, authorization or consent requirements as a result of entering into the Share Purchase Agreement and consummating the transactions contemplated by the Share Purchase Agreement;

the absence of any legal, administrative or governmental proceeding challenging the transactions contemplated by the Share Purchase Agreement;

the possession of any permits necessary to consummate the transactions contemplated by the Share Purchase Agreement;

the purpose for which the HVCC shares are being acquired;

Hahn s characterization under the Financial Services and Capital Markets Act of Korea;

the expertise with respect to the transactions contemplated by the Share Purchase Agreement;

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the absence of material misstatements in connection with information supplied for inclusion in this proxy statement or any other documents filed with the SEC in connection with the transactions contemplated by the Share Purchase Agreement;

payment of fees to brokers in connection with the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares;

the equity and debt commitment letters and the availability of the financing contemplated thereby at closing;

its solvency immediately after consummation of the transactions contemplated by the Share Purchase Agreement;

the absence of a transfer of property or incurrence of an obligation in connection with the transactions contemplated by the Share Purchase Agreement with the intent to hinder, delay or defraud present or future creditors;

its independent investigation of the transactions contemplated by the Share Purchase Agreement and HVCC; and

its compliance with sanctions and export controls laws.

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***Hankook's Representations and Warranties***

Hankook's representations and warranties in the Share Purchase Agreement relate to, among other things:

its due organization, valid existence and good standing;

its power and authority and due authorization to enter into the Share Purchase Agreement;

the enforceability of the Share Purchase Agreement;

the absence of: conflicts with its organizational documents, adverse effects on existing contracts, violations of applicable law, or notice, authorization or consent requirements as a result of entering into the Share Purchase Agreement and consummating the transactions contemplated by the Share Purchase Agreement;

the absence of any legal, administrative or governmental proceeding challenging the transactions contemplated by the Share Purchase Agreement;

the possession of any permits necessary to consummate the transactions contemplated by the Share Purchase Agreement;

the purpose for which the HVCC shares are being acquired;

the expertise with respect to the transactions contemplated by the Share Purchase Agreement;

the absence of material misstatements in connection with information supplied for inclusion in this proxy statement or any other documents filed with the SEC in connection with the transactions contemplated by the Share Purchase Agreement;

payment of fees to brokers in connection with the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares;

as the date of the Share Purchase Agreement and at the closing, the availability of sufficient funds to perform its obligations under the Share Purchase Agreement;

its solvency immediately after consummation of the transactions contemplated by the Share Purchase Agreement;

the absence of a transfer of property or incurrence of an obligation in connection with the transactions contemplated by the Share Purchase Agreement with the intent to hinder, delay or defraud present or future creditors;

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its independent investigation of the transactions contemplated by the Share Purchase Agreement and HVCC; and

its compliance with sanctions and export controls laws.

### **Covenants of the Parties**

#### ***Conduct of HVCC Prior to Closing***

We agreed that between the date of the Share Purchase Agreement and the closing date we will cause HVCC and its subsidiaries to, subject to certain exceptions:

carry on their respective businesses in all material respects in the ordinary course of business consistent with past practice;

use commercially reasonable efforts to preserve intact the business operations, organization and the goodwill of their respective businesses and the relationships of HVCC and its subsidiaries with their customers, suppliers, distributors, contract manufacturers and landlords;

keep in full force and effect all appropriate insurance policies covering all material assets of HVCC and its subsidiaries;

not amend the certificate or articles of incorporation or by-laws (or other comparable corporate charter documents) of HVCC or any of its material subsidiaries in any material respect or take any action with respect

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to any such amendment or any recapitalization (including a stock split, combination, capital reduction or similar change in capitalization or amendment of the terms of outstanding securities of HVCC or any of its material subsidiaries), reclassification, reorganization, liquidation or dissolution of HVCC or any of its material subsidiaries;

not authorize, issue, sell, transfer or otherwise dispose of or (solely with respect to HVCC and its material subsidiaries) pledge or encumber any shares of capital stock of HVCC or any of its subsidiaries or grant or otherwise issue options, warrants, calls or other rights to purchase or otherwise acquire shares of the capital stock or other securities of, or other ownership interests in, HVCC or any of its subsidiaries;

not declare, set aside or pay any dividend or other distribution in respect of the capital stock or other equity interests of HVCC or any of its subsidiaries other than dividends or other distributions (i) payable in cash in an amount in compliance with the applicable organizational documents and consistent with past practice by a subsidiary of HVCC pro rata to its stockholders or (ii) by HVCC for the fiscal year ended December 31, 2014;

not repurchase, redeem or otherwise acquire any outstanding shares of the capital stock or other securities of, or other ownership interests in, HVCC, any of its non-wholly owned subsidiaries or any joint venture in which HVCC or any of its subsidiaries have invested;

not commence or continue any material acquisition by, or any merger, spin-off, split-off, comprehensive share exchange or transfer, dissolution or winding up of, HVCC or any of its subsidiaries;

not make any change in financial or tax accounting methods, principles or practices, except as may be required by the international financial reporting standards as adopted by and in effect in Korea ( K-IFRS ), or applicable law;

not: (i) dispose of any material assets, other than in the ordinary course of business consistent with past practice; (ii) write off, forgive, waive or otherwise cancel, in whole or in part, any material account receivable (other than intercompany receivables), except as required by K-IFRS or applicable law; (iii) write off, forgive, waive or otherwise cancel, in whole or in part, any other material liability (other than intercompany liabilities), except as required by K-IFRS or applicable law; or (iv) acquire any material asset or material property other than in the ordinary course of business consistent with past practice;

not enter into or modify in any material respect any contract with any related persons, other than contracts relating to product sales in the ordinary course of business consistent with past practice;

not enter into, modify in any material respect, terminate or renew any material contract outside of the ordinary course of business consistent with past practice;

not (i) increase the salary or other compensation of any director, employee at a director level or more senior level employee or any class of employee of HVCC or any of its material subsidiaries or any leased employee, except for increases in the ordinary course of business consistent with past practice, (ii) grant any unusual or extraordinary bonus, benefit or other direct or indirect compensation to any director, employee at a director level or more senior level employee or any class of employee of HVCC or any of its material subsidiaries or any leased employee, whether in connection with the transaction or otherwise, (iii) materially increase the coverage or benefits available under any (or create any new) severance pay, termination pay, vacation pay, company awards, salary continuation for disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan or arrangement made to, for, or with any of the directors, employees at a director level or more senior level employee or, other than in the ordinary course of business consistent with past practice, any class of employee of HVCC or any of its material subsidiaries or any



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leased employees or (iv) transfer the employment of any directors, employees at a manager level or more senior level employee or any class of employee of HVCC or any of its material subsidiaries to any of Visteon, VIHI or their respective affiliates (other than HVCC and its subsidiaries);

not enter into, modify in any material respect or terminate any labor or collective bargaining agreement of HVCC or any of the subsidiaries with respect to employees in the Republic of Korea;

not hire any employee that would be entitled to receive annual base salary and incentive bonus opportunity of \$500,000 or the equivalent thereof or more;

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not settle or compromise any pending or threatened action with respect to HVCC and its subsidiaries other than settlements or compromises (i) resulting in payments or receipt of monetary damages only that are less than \$5,000,000 individually or \$25,000,000 in the aggregate or (ii) if involving any non-monetary outcome, that will not have a negative impact that is material to the business of HVCC and its subsidiaries taken as a whole;

not cancel or compromise any material debt or waive or release any material right of HVCC or any of the subsidiaries except in the ordinary course of business consistent with past practice; and

not authorize any of, or commit, resolve, propose or agree in writing or otherwise to take any of, the foregoing actions above.

***Solicitations of Other Offers***

As described below, the Share Purchase Agreement provided for a go-shop period during which Visteon was permitted to solicit or discuss competing proposals with third parties, subject to, among other things, certain notice and reporting obligations owed to Purchasers. Following the end of the go-shop period and the start of the no-shop period, as described below, Visteon was and will generally no longer be permitted to solicit or discuss competing proposals with third parties, subject to certain exceptions (including that Visteon may continue discussions with any excluded party, as described below, for fifteen days following the end of the go-shop period).

For purposes of the Share Purchase Agreement:

a competing proposal is any proposal or offer made by any person (other than Hahn, Hankook or any affiliate thereof) or group of persons, to purchase or otherwise acquire, directly or indirectly, in one transaction or a series of transactions, (i) beneficial ownership of thirty-five percent (35%) or more of any class of equity securities of HVCC pursuant to a merger, consolidation or other business combination, sale of shares of capital stock, tender offer, exchange offer or similar transaction or (ii) any one or more assets or businesses of HVCC and its subsidiaries that constitute thirty-five percent (35%) or more of the revenues, net income or assets of HVCC and its subsidiaries, taken as a whole;

an excluded party is any third party from whom Visteon received a qualified competing proposal after the execution of the Share Purchase Agreement and prior to the expiration of the go-shop period; provided, however, that no restricted party may be, or be a member of a group that is, an excluded party;

a qualified competing proposal is a competing proposal that our Board of Directors determines, as of the expiration of or promptly following the go-shop period (and provides written notice to Hahn, as representative of Purchasers, of such determination at such time), in good faith, after consultation with our financial advisors and outside legal counsel either constitutes or would be reasonably likely to result in a superior proposal;

a restricted party is any third party with whom we were in discussions regarding a competing proposal during the three and a half (3.5) month period prior to the date of the Share Purchase Agreement (which includes Party A and Party B); and

a superior proposal is a bona fide written competing proposal (with all percentages in the definition of competing proposal increased to fifty percent (50%)) which is not subject to a financing condition and is made by a third party on terms that our Board of Directors determines in good faith, after consultation with our financial advisors and outside legal counsel, and considering such factors as our Board of Directors considers to be appropriate, are more favorable to us and our stockholders from a financial point of view than the transactions contemplated by the Share Purchase Agreement (including any revisions to the terms of the Share Purchase Agreement and the commitment letters proposed by Purchasers as contemplated by the Share Purchase Agreement) and is reasonably likely to be consummated in accordance with its terms on a timely basis, taking into account all legal, regulatory and financial aspects (including certainty of closing and the availability of financing) of such proposal and the third party making such proposal and the ability of such third party to consummate the transactions contemplated by such proposal.



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***Go-Shop Period***

From the date of the Share Purchase Agreement until 11:59 p.m. (New York time) on January 31, 2015, which period we refer to as the go-shop period, Visteon and its subsidiaries were permitted to, directly or indirectly:

solicit, initiate, encourage and facilitate (publicly or otherwise) any inquiry, discussion, offer, proposal or request that could constitute, or could reasonably be expected to lead to, a competing proposal from any third party, other than a restricted party;

grant a waiver under or terminate any standstill or similar obligation of any third party, other than a restricted party, with respect to Visteon or any of its subsidiaries to allow such third party to submit a competing proposal; and

engage in, enter into, continue or otherwise participate in discussions or negotiations with, and furnish non-public information relating to Visteon and its subsidiaries and afford access to the books and records of Visteon, HVCC and its subsidiaries to a third party, other than a restricted party, in connection with a competing proposal or any inquiry, discussion, offer, proposal or request that could reasonably be expected to lead to a competing proposal, or otherwise cooperate with or assist or participate in, or facilitate any such inquiries, proposals, discussions or negotiations or any effort or attempt to make any competing proposal, *provided that*

prior to furnishing such information or affording such access, Visteon has entered into a confidentiality agreement with such person containing terms that are not materially less favorable in the aggregate to Visteon than those contained in the confidentiality agreement between Visteon and an affiliate of Hahn, which type of agreement we refer to as an acceptable confidentiality agreement, and

Visteon will provide or make available to Hahn, as representative of Purchasers, any non-public information concerning Visteon, HVCC or its subsidiaries, not previously made available to Hahn, prior to or substantially concurrently with providing or making available such information to such third party.

From and after 12:00 midnight (New York time) on February 1, 2015, subject to the terms and provisions of the Share Purchase Agreement, Visteon must, and must cause its subsidiaries and their respective representatives to, cease and cause to be terminated any existing solicitation, initiation, encouragement or facilitation of, or discussions or negotiations with, any third party (other than, for a period of fifteen (15) days following the end of the go-shop period, excluded parties) relating to any competing proposal or any inquiry, discussion, offer or request that could reasonably be expected to lead to a competing proposal and request such third parties to promptly return or destroy all confidential information concerning HVCC and any of its subsidiaries.

See The Sale of our HVCC shares Background of the Sale of our HVCC shares beginning on page [ ] for information regarding the results of the go-shop process.

***No-Shop Period***

From and after 12:00 midnight (New York time) on February 1, 2015 until the closing, or if earlier, the termination of the Share Purchase Agreement in accordance with its terms, which period we refer to as the no-shop period, Visteon will not, and will cause its subsidiaries and its and their representatives not to,

initiate, solicit or knowingly facilitate or encourage the making of any competing proposal,

engage in, enter into, continue or otherwise participate in any negotiations or discussions with, or furnish any non-public information to, any third party relating to or for the purpose of encouraging or facilitating a competing proposal or any inquiry or proposal that would

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reasonably be expected to lead to a competing proposal, or

authorize or permit any representative of Visteon or any of its subsidiaries to take any of the actions set forth in the preceding two bullets;  
provided that, Visteon is permitted to grant a waiver of or terminate any standstill or similar obligation of any third party with respect to Visteon or any of its subsidiaries to allow such third party to submit a competing proposal.

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At any time during the no-shop period (or, in the case of an excluded party, at any time after fifteen days after the end of the go-shop period and, in the case of a restricted party, at any time after the date of the Share Purchase Agreement) and before the stockholder approval is obtained, in the event that Visteon receives a written competing proposal (that did not result from a breach of its solicitation or adverse recommendation change obligations) from any third party,

Visteon may contact such third party to clarify the terms and conditions thereof, and

Visteon and its Board of Directors may engage in negotiations or substantive discussions with, or furnish any information and other access to, any third party making such competing proposal if our Board of Directors determines in good faith (after consultation with its financial advisors and outside legal counsel) that

the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law, and

such competing proposal either constitutes a superior proposal or could reasonably be expected to lead to a superior proposal, provided that (i) prior to furnishing any non-public information relating to Visteon, HVCC or their respective subsidiaries, Visteon receives from such third party an acceptable confidentiality agreement and (ii) Visteon will provide or make available to Hahn, as representative of Purchasers, any non-public information relating to Visteon, HVCC or their respective subsidiaries that Visteon provides or makes available to any third party if such information was not previously made available to Hahn or its representatives, prior to or substantially concurrently with providing it to such third party.

From and after the date of the Share Purchase Agreement until the closing (or, if earlier, the termination of the Share Purchase Agreement in accordance with its terms) Visteon will, as promptly as reasonably practicable, and in any event within forty-eight (48) hours of receipt by Visteon of any written competing proposal or any significant contact or inquiry from a third party regarding a competing proposal, deliver to Hahn, as representative of Purchasers, a written notice setting forth (i) the identity of the third party making the competing proposal, contact or inquiry and (ii) the material terms and conditions of any such competing proposal or the nature of any such contact or inquiry and attaching, if applicable, unredacted copies of any written requests, proposals or offers. In addition, Visteon will keep Hahn, as representative of Purchasers, reasonably informed in writing of any material developments or discussions with respect to or amendment or modification of any such competing proposal on a prompt basis, and in any event within forty-eight (48) hours. Visteon will not, and will cause its subsidiaries not to, enter into any confidentiality agreement after the date of the Share Purchase Agreement with any third party that prohibits Visteon from providing such information to Hahn, as representative of Purchasers, and Visteon will require any existing confidentiality agreement which so prohibits Visteon to be amended so that it no longer does so.

### **Adverse Recommendation Changes**

As described in the "The Sale of our HVCC shares" Recommendation of Our Board of Directors beginning on page [ ], and subject to the provisions described below, the Board of Directors has made the recommendation that the holders of shares of our common stock vote **FOR** the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, which recommendation we refer to as the Visteon recommendation. The Share Purchase Agreement provides that the Board of Directors will not effect an adverse recommendation change except as described below.

Generally, the Board of Directors must not:

- (i) change, qualify, withhold, withdraw or modify (or propose publicly to change, qualify, withhold, withdraw or modify), in a manner adverse to Purchasers, the Visteon recommendation, (ii) recommend, adopt or approve, or propose publicly to recommend, adopt or approve, any competing proposal or (iii) fail to make the Visteon recommendation or include in this proxy statement the recommendation of Visteon's Board of Directors that the Visteon stockholders adopt a resolution authorizing the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares (the foregoing actions are referred to as an adverse recommendation change); or

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adopt, approve or recommend, or allow Visteon or any of its subsidiaries to execute or enter into, any letter of intent, memorandum of understanding or definitive agreement with respect to any competing proposal (other than an acceptable confidentiality agreement).

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Subject to Visteon's compliance with its solicitation and adverse recommendation change obligations and certain notice obligations described below, at any time prior to the receipt of stockholder approval, the Board of Directors may:

make an adverse recommendation change if there is an event, fact, development or occurrence that affects the business, assets or operations of HVCC that was unknown (and was not reasonably foreseeable) to Visteon and VIHI as of the date of the Share Purchase Agreement and subsequently becomes known to Visteon and VIHI, which such event we refer to as an intervening event, and the Board of Directors determines in good faith (after consultation with its outside legal counsel) that the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law and pays to Purchasers the applicable termination fee under the Share Purchase Agreement prior to or concurrently with such termination; or

make an adverse recommendation change and/or authorize, adopt or approve a competing proposal not obtained in violation of Visteon's solicitation and adverse recommendation change obligations and cause or permit Visteon to enter into a definitive agreement with respect to such competing proposal if our Board of Directors determines in good faith (after consultation with its outside legal counsel) that (i) the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law and (ii) such competing proposal constitutes a superior proposal, provided that Visteon will be permitted to enter into a definitive agreement with respect to such superior proposal only if Visteon concurrently terminates the Share Purchase Agreement in connection with such superior proposal and pays to Purchasers the applicable termination fee under the Share Purchase Agreement prior to or concurrently with such termination.

The Board of Directors may make no adverse recommendation change, and Visteon may not terminate the Share Purchase Agreement in connection with a superior proposal or an intervening event, in each case unless Visteon has complied with its solicitation and adverse recommendation change obligations and until after the fourth business day following receipt by Hahn, as representative of Purchasers, of written notice from Visteon advising Hahn that the Board of Directors of Visteon intends to make an adverse recommendation change or terminate the Share Purchase Agreement in connection with a superior proposal or an intervening event and specifying the reasons therefor, including, if the basis of the proposed action by the Board of Directors is the existence of a superior proposal, the material terms and conditions of the competing proposal giving rise to such notice (including the identity of the third party making the superior proposal) and attaching an unredacted copy of the superior proposal and unredacted copies of all proposed transaction documents relating thereto, and if the basis of the proposed action by the Board of Directors is an intervening event, a description in reasonable detail of such intervening event. In determining whether to make an adverse recommendation change or in determining whether a competing proposal constitutes a superior proposal, the Board of Directors must (i) negotiate and cause its representatives to negotiate with Hahn, as representative of Purchasers, and its representatives in good faith to make such adjustments to the terms and conditions of the Share Purchase Agreement and debt commitment letters such that termination of the Share Purchase Agreement and/or the adverse recommendation change would cease to be required and/or such competing proposal would cease to be a superior proposal, (ii) consider in good faith any revisions to the terms of the Share Purchase Agreement and the financing commitment letters proposed by Hahn, as representative of Purchasers, in response to such a notice or otherwise, (iii) determine in good faith (after consultation with its outside legal counsel) that the failure to terminate the Share Purchase Agreement and/or make the adverse recommendation change and/or enter into a definitive agreement with respect to the superior proposal would be inconsistent with the directors' fiduciary duty under applicable law and (iv) determines in good faith (after consultation with its financial advisors and outside legal counsel) that such competing proposal giving rise to the notice continues to constitute a superior proposal taking into consideration such adjustments proposed by Hahn, as representative of Purchasers. Any material changes with respect to such intervening event or any material amendment to the terms (financial or otherwise) of such superior proposal will require a new notice and Visteon will be required to comply again with the requirements of this paragraph.

**Stockholders Meeting**

Visteon has agreed to duly call, convene and hold a meeting of its stockholders, for the purpose of voting to adopt a resolution authorizing the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares. Under the Share Purchase Agreement, Visteon may postpone or adjourn such meeting of stockholders only with the prior written consent of Hahn, as representative of Purchasers (which consent will not be



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unreasonably withheld, conditioned or delayed), other than (i) if it is required to allow reasonable additional time for the filing or mailing of any supplemental or amended disclosure as required by applicable law or (ii) for the absence of a quorum.

### **Financing Efforts**

Hahn must use its reasonable best efforts to take or cause to be taken all actions and do all things necessary, proper or advisable to consummate and obtain its financing on the terms described in the financing commitments, including using (and causing its affiliates to use) its reasonable best efforts to:

maintain in effect the financing commitments;

enter into definitive agreements with respect to the financing on substantially the terms and conditions (including flex provisions) contained in the financing commitments;

satisfy on a timely basis all conditions and covenants applicable to Hahn and its representatives in such definitive agreements;

comply with any flex contemplated by the debt commitment letters;

in the event that all conditions in the Share Purchase Agreement to Hahn's obligations to consummate the transactions and all conditions in the debt commitment letters have been satisfied, consummate the debt financing at the closing; and

cause the lenders and any other persons providing the financing to fund the financing at or prior to the closing.

Hahn may not agree to any amendments or modifications to, or grant any waivers of, any condition, remedy or other provision under the financing commitments without the prior written consent of Visteon (not to be unreasonably withheld, delayed or conditioned) if it would (i) reduce the aggregate amount of the financing below the amount that is required to consummate the purchase of our HVCC shares, (ii) impose new or additional conditions or (iii) otherwise (A) expand in any respect the conditions precedent or contingencies to the funding at closing or prevent, delay in any material respect or impair the ability of Hahn to consummate the transactions contemplated by the Share Purchase Agreement, (B) adversely impact the ability of Hahn to enforce its rights against the other parties to the financing commitments or (C) adversely impact the ability of Hahn to consummate the transactions contemplated by the Share Purchase Agreement.

Hahn may not release or consent to the termination of the obligations of the debt financing parties under the debt commitment letters, except for assignments and replacements of an individual lender (subject to certain obligations summarized below) under the terms of or in connection with the syndication of the debt commitment letters (so long as the assignment or replacement of such additional parties, individually or in the aggregate, would not result in any of the effects described in the paragraph above or otherwise reasonably be expected to prevent or delay in any material respect or impair the availability of the financing under the commitment letters or the consummation of the transactions contemplated by the Share Purchase Agreement).

In the event that any portion of the financing becomes or could reasonably be expected to become unavailable in the manner or from the sources contemplated in the commitment letters or Hahn becomes aware of any event or circumstance that makes, or could reasonably be likely to make, any portion of the financing unavailable, (i) Hahn must promptly so notify Visteon and (ii) Hahn must use its reasonable best efforts to arrange and obtain, and to negotiate and enter into definitive agreements with respect to, alternative financing from the same or alternative financial institutions in an amount sufficient to consummate the transactions contemplated by the Share Purchase Agreement upon conditions no less favorable to Hahn, Visteon and HVCC than those in the commitment letters, such financing we refer to as alternative financing.

Hahn has agreed that obtaining the financing or any alternative financing and/or the completion of any issuance of securities contemplated by the financing or any alternative financing, is not a condition to the closing. Hahn has agreed to keep Visteon reasonably informed of any material developments in connection with the status of its efforts to arrange the financing or any alternative financing.



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Visteon has agreed to use its commercially reasonable efforts to provide, at Hahn's sole cost and expense, reasonable cooperation in connection with the arrangement of the financing as may be reasonably requested by Hahn, including: (i) providing Hahn and the debt financing parties from time to time certain financial information regarding HVCC; (ii) using commercially reasonable efforts to secure consents of HVCC's accountants related to the foregoing financial information; (iii) participating in a reasonable number of meetings, calls, investor presentations, lender presentations, rating agency presentations, due diligence sessions, drafting sessions and road shows, in each case, upon reasonable advance notice and at mutually agreed times during normal business hours; (iv) providing reasonable assistance to Hahn in its preparation of customary rating agency presentations, road show materials, customary bank or co-investor information memoranda, bank syndication materials, credit agreements, offering memoranda and similar or related documents reasonably and customarily required in connection with the financing; and (v) reasonably cooperating with the debt financing parties in an evaluation of HVCC's assets for the purpose of establishing collateral arrangements. Visteon has also agreed to use commercially reasonable efforts to obtain HVCC's consent for Hahn's use of HVCC's trademarks, service marks or logos as reasonably necessary or appropriate in connection with the financing.

The actions contemplated in the foregoing paragraph will not (i) involve any binding commitment by Visteon or by HVCC and its subsidiaries which commitment is not conditioned on the closing and does not terminate without liability to HVCC or any of its subsidiaries upon the termination of the Share Purchase Agreement, (ii) require Visteon or any of its subsidiaries to provide any information the disclosure of which is prohibited or restricted under applicable law or is legally privileged, (iii) require Visteon or any of its subsidiaries to take any action that will conflict with or violate its organizational documents, any laws or result in a violation or breach of, or default under, any material agreement to which Visteon or any of its subsidiaries is a party or (iv) require (A) Visteon to enter into or approve any financing or purchase agreement for the financing or (B) the Company or any of its subsidiaries, to enter into or approve any financing or purchase agreement for the financing prior to the closing.

Hahn has agreed that (i) Visteon is not required to pay any commitment or similar fee, enter into any definitive agreement, incur any other actual or potential liability or obligation, make any other payment or incur any other liability in connection with the debt financing, (ii) prior to the effective time of the closing, HVCC and its subsidiaries are not required to pay any commitment or similar fee, enter into any definitive agreement, incur any other actual or potential liability or obligation, make any other payment or incur any other liability in connection with the debt financing and (iii) Hahn will indemnify Visteon and its subsidiaries, and its and their respective representatives from any and all losses suffered or incurred by any of them in connection with the financing and any information utilized in connection therewith.

***Other Agreements***

The Share Purchase Agreement contains other agreements relating to, among other things:

the filing of this proxy statement with the SEC (and cooperation between us and Hahn and Hankook in preparation of this proxy statement and in response to any comments from the SEC with respect to this proxy statement);

Purchasers' access to HVCC's books and records, senior management, other financial and operating data and other information regarding the business of HVCC;

confidentiality;

the use of commercially reasonable efforts to provide all required notices to third parties and to obtain all consents, approvals, and authorizations specified in the Share Purchase Agreement;

the use of commercially reasonable efforts to fulfill the conditions and obligations of the Share Purchase Agreement;

contact by a Purchaser or its representatives with any customers, suppliers, distributors and licensors of HVCC and its subsidiaries;

the parties further assurances and post-closing cooperation to fulfill and affect the obligations and transactions contemplated by the Share Purchase Agreement;

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indemnification and maintenance of insurance for directors and officers liability;

the transition of employees leased by Visteon to HVCC and its subsidiaries;

the preservation of and access to HVCC's books and records by us;

the termination of any insurance coverage held by us for the benefit of HVCC and its subsidiaries;

our non-solicitation of and agreement not to hire certain specified persons for a period of twenty-four months after the closing date;

our non-competition in the climate business for a period of sixty months after the closing date subject to certain exceptions;

our retention of the 2014 dividend on the HVCC shares being sold by Visteon and the reduction of the purchase price thereby;

the transfer of certain legacy electronics and climate businesses before or after the closing between Visteon and HVCC;

the notification to Visteon and Hahn, as representative of Purchasers, of matters relating to any notice, communication or institution of any action regarding the transactions contemplated by the Share Purchase Agreement and to any breach of the representations and warranties, covenants or any other agreements contemplated by the Share Purchase Agreement;

tax matters, including, but not limited to, cooperation on certain matters, audits, and capital gains withholding taxes;

a transition steering committee;

the removal of our directors at HVCC and election of new directors as selected by Hahn and Hankook;

our restriction from acquiring any equity or other securities interest in HVCC or its subsidiaries;

the right to and use of the word "Visteon"; and

certain other obligations relating to the capital gains withholding tax under the laws of Korea.

**Conditions to Closing**

The respective obligations of each party to consummate the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, are subject to the fulfillment, at or before the closing, of each of the following conditions:

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the approval of the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, by the holders of a majority of the outstanding shares of Visteon common stock entitled to vote thereon, which we refer to as the stockholder approval, having been obtained;

the approval or expiration or termination of waiting periods (including any extensions thereof) required to be obtained or to have occurred under the antitrust or competition laws of the following jurisdictions having been obtained or having occurred: China, Czech Republic, India, Korea, Russia, Slovakia, Turkey and the United States; and

the absence of any law or order that has the effect of restraining, enjoining or otherwise prohibiting the consummation of the sale of our HVCC shares, or otherwise making the sale of our HVCC shares illegal.

The obligations of each Purchaser to consummate the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, are subject to the fulfillment, at or before the closing, of each of the following additional conditions (all or any of which may be waived in writing in whole or in part by Hahn, as representative of Purchasers, in its sole discretion):

the representations and warranties of Visteon and VIHI:

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regarding organization, authority and enforceability and capitalization and title being true and correct in all respects as of the date of the Share Purchase Agreement and the closing date as if made on and as of such date (except to the extent such representation and warranty expressly relates to an earlier date, in which case such representation and warranty will be true and correct in all respects as of such earlier date only),

regarding the ownership by HVCC of all of the issued and outstanding capital stock or other equity interests of its subsidiaries, the issuance of shares of capital stock or other equity interests of any subsidiary of HVCC and the absence of any undisclosed broker fees being (other than de minimis inaccuracies taken as a whole) true and correct in all respects as of the date of the Share Purchase Agreement and the closing date as if made on and as of such date (except to the extent such representation and warranty expressly relates to an earlier date, in which case such representation and warranty will be (other than de minimis inaccuracies taken as a whole) true and correct in all respects as of such earlier date only), and

other than the representations and warranties described in the two bullets above, without giving effect to any materiality or Material Adverse Effect qualifications therein, being true and correct as of the date of the Share Purchase Agreement and the closing date as if made on and as of such date (except to the extent such representation and warranty expressly relates to an earlier date, in which case such representation and warranty will be true and correct as of such earlier date only), except for such failures to be true and correct as would, individually or in the aggregate, not have and not reasonably be expected to have a Material Adverse Effect;

Visteon and VIHI having complied, in all material respects, with their obligations under the Share Purchase Agreement to be complied with on or before the closing;

since the date of the Share Purchase Agreement, there not having occurred a Material Adverse Effect;

Purchasers receipt of a certificate of Visteon signed by an officer of Visteon certifying the satisfaction of the matters in the foregoing five bullets; and

Purchasers receipt of all agreements and other deliverables required to be delivered by us in accordance with the Share Purchase Agreement.

The obligations of Visteon and VIHI to consummate the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, are subject to the fulfillment, at or before the closing, of each of the following additional conditions (all or any of which may be waived in writing in whole or in part by Visteon in its sole discretion):

the representations and warranties of Purchasers:

regarding organization, authority and enforceability being true and correct in all respects as of the date of the Share Purchase Agreement and the closing date as if made on and as of such date (except to the extent such representation and warranty expressly relates to an earlier date, in which case such representation and warranty will be true and correct in all respects as of such earlier date only),

regarding the absence of any undisclosed broker fees being (other than de minimis inaccuracies taken as a whole) true and correct in all respects as of the date of the Share Purchase Agreement and the closing date as if made on and as of such date (except to the extent such representation and warranty expressly relates to an earlier date, in which case such representation and warranty will be (other than de minimis inaccuracies taken as a whole) true and correct in all respects as of such earlier date only), and

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other than the representations and warranties described in the two bullets above, disregarding all qualifications or limitations as to materiality , material adverse effect and words of similar import set forth therein, being true and correct as of the date of the Share Purchase Agreement and the closing date as if made on and as of such date (except to the extent such representation and warranty expressly relates to an earlier date, in which case such representation and warranty will be true and correct as of such earlier date only), except where the failure of such representations and warranties to be so true and correct would not have, individually or in the aggregate, a material adverse effect on Purchasers' ability to consummate the sale of our HVCC shares;



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Purchasers having complied, in all material respects, with their obligations under the Share Purchase Agreement to be complied with on or before the closing;

Visteon's receipt of a certificate on behalf of each Purchaser signed by an officer of each Purchaser certifying the satisfaction of the matters in the foregoing four bullets; and

Visteon's receipt of all agreements and other deliverables required to be delivered by Purchasers in accordance with the Share Purchase Agreement.

Further, neither Purchaser may rely on the failure of any of the mutual conditions to each parties' obligations to consummate the closing or the conditions with respect to the obligations of Purchasers to effect the closing to be satisfied if such failure was primarily caused by the failure of such Purchaser to perform any of its material obligations under the Share Purchase Agreement. Visteon and VIHI may not rely on the failure of any of the mutual conditions to each parties' obligations to consummate the closing or the conditions with respect to the obligations of Visteon and VIHI to effect the closing to be satisfied if such failure was primarily caused by the failure of Visteon or VIHI to perform any of its material obligations under the Share Purchase Agreement.

**Termination of the Share Purchase Agreement**

The Share Purchase Agreement may be terminated, and the transactions contemplated thereby may be abandoned at any time prior to the closing, whether before or after the stockholder approval is obtained (except as noted below), as follows:

by mutual written consent of Visteon and Hahn, as representative of Purchasers;

by either Visteon or Hahn, as representative of Purchasers, if:

the closing has not occurred by June 30, 2015, which date we refer to as the outside date (provided, that this termination right is not available to Visteon if any failure by Visteon or VIHI to fulfill its obligations under the Share Purchase Agreement has been the primary cause of, or has resulted in, the failure of the closing to occur on or prior to the outside date, and this termination right is not available to Hahn, as representative of Purchasers, if any failure by Hahn or Hankook to fulfill its obligations under the Share Purchase Agreement has been the primary cause of, or has resulted in, the failure of the closing to occur on or prior to the outside date);

any governmental authority of competent jurisdiction has issued or entered any governmental order or taken any other action permanently restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, and such governmental order or action has become final and non-appealable, provided that the party seeking to terminate the Share Purchase Agreement pursuant to this bullet has used its reasonable best efforts to remove such governmental order or other action, provided further that this right to terminate the Share Purchase Agreement will not be available to Visteon or Hahn if the issuance of such governmental order or taking of such action was primarily due to the failure of Visteon, in the case of a proposed termination by Visteon, or the failure of either Purchaser, in the case of a proposed termination by Hahn; or

our stockholders fail to approve the proposal to authorize the Share Purchase Agreement and the transactions contemplated thereby, including the sale of our HVCC shares, at the stockholders' meeting or any postponement or adjournment thereof; or

by Visteon:

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if either Purchaser has breached or failed to perform any of its representations, warranties, covenants or other agreements in the Share Purchase Agreement, which breach or failure to perform (i) would result in the failure of a condition to the obligations of Visteon and VIHI to consummate the closing and (ii) is not capable of being cured, or is not cured, by the applicable Purchaser before the earlier of the outside date and the date that is thirty (30) calendar days following Visteon's delivery of written notice to Hahn, as representative of Purchasers, of such breach or failure to perform, provided that Visteon will not have the right to terminate the Share Purchase Agreement if Visteon or VIHI is then in material breach of any of its material obligations under the Share Purchase Agreement;

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at any time prior to receiving the stockholder approval, in order to enter into a definitive agreement with respect to a superior proposal to the extent permitted by, and subject to the applicable terms and conditions of its solicitation and adverse recommendation change obligations, subject to Visteon (i) paying Hahn, as representative of Purchasers, the applicable termination fee prior to or concurrently with such termination and (ii) concurrently entering into such definitive agreement with respect to a superior proposal concurrently with such termination;

if (i) all of the conditions to Purchasers obligations to consummate the closing are satisfied (other than those conditions that by their terms are to be satisfied by actions taken at the closing, each of which is capable of being satisfied at the closing), (ii) Purchasers have failed to consummate the closing by the time the closing is required to have occurred pursuant to the Share Purchase Agreement, (iii) Visteon and VIHI have irrevocably confirmed to Hahn, as representative of Purchasers, in writing that all conditions to Visteon and VIHI obligations to consummate the closing are satisfied or waived and that they are ready, willing and able to consummate the closing, (iv) Visteon has given Hahn, as representative of Purchasers, written notice of its intention to exercise this right to terminate the Share Purchase Agreement at least three business days prior to such termination and (v) the closing is not consummated by the end of such three business day notice period; or

if (i) at any time prior to receiving the stockholder approval, our Board of Directors makes an adverse recommendation change and/or has authorized termination of the Share Purchase Agreement pursuant to the provisions of the Share Purchase Agreement in connection with its fiduciary duties under applicable law with respect to an intervening event and (ii) prior to or concurrently with such termination Visteon pays Hahn, as representative of Purchasers, the applicable termination fee; or

by Hahn, as representative of Purchasers, if:

Visteon or VIHI has breached or failed to perform any of their respective representations, warranties, covenants or other agreements in the Share Purchase Agreement, which breach or failure to perform (i) would result in the failure of a condition to the obligations of Purchasers to consummate the Closing and (ii) is not capable of being cured, or is not cured, by Visteon or VIHI on or before the earlier of the outside date and the date that is thirty (30) calendar days following Hahn's delivery of written notice to Visteon of such breach or failure to perform, provided that Hahn will not have the right to terminate the Share Purchase Agreement if either Purchaser is then in material breach of any of its material obligations under the Share Purchase Agreement;

at any time prior to receiving the stockholder approval, our Board of Directors makes an adverse recommendation change; or

Visteon enters into a definitive agreement with respect to a superior proposal.

In the event that the Share Purchase Agreement is terminated pursuant to the termination rights described above, the Share Purchase Agreement will become null and void without liability on the part of any party thereto, and all rights and obligations of any party thereto will cease. However, except as otherwise provided in the Share Purchase Agreement, no such termination will relieve any party of any liability or damages resulting from any material breach of the Share Purchase Agreement prior to such termination, in which case, except as otherwise provided in the Share Purchase Agreement, the aggrieved party will be entitled to all remedies available at law or in equity. In addition, certain related documents, including the confidentiality agreement, the equity commitment letters, and the provisions of the Share Purchase Agreement regarding reimbursement of expenses, indemnification and confidentiality, the effect of termination of the Share Purchase Agreement, termination fees and certain general provisions will survive any termination of the Share Purchase Agreement.

**Termination Fees and Expense Reimbursement**

***Termination Fees***

If the Share Purchase Agreement is terminated in specified circumstances, the terminating party may be required to pay a termination fee.



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Hahn, as representative of Purchasers, would be entitled to receive a termination fee equal to \$71,500,000 from Visteon if (i) the Share Purchase Agreement is terminated by either Visteon or Hahn, as representative of Purchasers, in connection with Visteon's entry into a definitive agreement with respect to a superior proposal, (ii) the definitive agreement that Visteon enters into in connection with such termination is with a third party that is an excluded party (and/or its affiliates) and (iii) such termination occurs within fifteen (15) days after the end of the go-shop period and such definitive agreement is executed by all parties thereto within fifteen (15) days after the end of the go-shop period.

Hahn, as representative of Purchasers, would be entitled to receive a termination fee equal to \$107,300,000 (less any expenses of Purchasers previously paid by Visteon as provided below) from Visteon if the Share Purchase Agreement is terminated:

by either Visteon or Hahn, as representative of Purchasers, in connection with the Board of Director's adverse recommendation change;

by either Visteon or Hahn, as representative of Purchasers, in connection with Visteon's entry into a definitive agreement with respect to a superior proposal if the definitive agreement that Visteon enters into in connection with such termination is with a third party that is not an excluded party, or if an excluded party, such termination occurs more than fifteen (15) days after the end of the go-shop period;

by Hahn, as representative of Purchasers, because Visteon or VIHI has breached or failed to perform any of its representations, warranties, covenants or other agreements in the Share Purchase Agreement in certain circumstances and has failed to cure such breach within a certain period, or by either Hahn, as representative of Purchasers, or Visteon in connection with not having obtained the stockholder approval at the stockholders' meeting or at any adjournment or postponement thereof, and in either such case:

- (i) prior to such termination, a competing proposal has been publicly disclosed and not withdrawn prior to such date and
- (ii) within twelve (12) months after such termination, Visteon consummates a competing proposal with a third party, provided that for purposes of this bullet, the references to thirty-five percent (35%) in the definition of competing proposal will be deemed references to fifty percent (50%).

Visteon would be entitled to receive a reverse termination fee equal to \$178,800,000 from Purchasers (each to be responsible for only its pro rata portion, approximately 72.2% for Hahn and approximately 27.8% for Hankook) if the Share Purchase Agreement is terminated by Visteon because:

Purchasers breached or failed to perform any of their representations, warranties, covenants or other agreements in the Share Purchase Agreement in certain circumstances and failed to cure such breach within a certain period; or

Purchasers failed to consummate the closing notwithstanding the satisfaction or waiver of the conditions to Purchasers' obligations to do so and certain notice of such failure from Visteon to Hahn, as representative of Purchasers.

***Expense Reimbursement***

If the Share Purchase Agreement is terminated in connection with not having obtained the stockholder approval at the stockholders' meeting or at any adjournment or postponement thereof, Visteon would be required to reimburse Purchasers up to \$5,000,000 for certain reasonable and documented out-of-pocket fees and expenses (including fees and expenses of financial advisors and legal counsel) incurred by Purchasers and their respective affiliates in connection with the Share Purchase Agreement and the transactions contemplated thereby. The amount of any termination fee by Visteon to Purchasers would be reduced by any such expense reimbursement amount paid.

***Specific Performance***

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Visteon, VIHI, Hahn and Hankook are entitled to an injunction, specific performance and other equitable relief to prevent breaches of the Share Purchase Agreement and to enforce specifically the terms and provisions of the Share Purchase Agreement, in addition to any other remedy to which they are entitled at law or in equity. Visteon is entitled

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to seek an injunction or other appropriate form of specific performance or equitable relief to cause the equity financing to be funded and/or to cause Hankook to fulfill its payment obligations pursuant to the Share Purchase Agreement, if and only if (i) all conditions to Purchasers obligation to consummate the closing have been satisfied, and remain satisfied, at the time when closing would have occurred (other than those conditions that by their terms are to be satisfied by actions taken at closing, each of which is capable of being satisfied at closing (but subject to the fulfillment or waiver of those conditions)) but for the failure of the equity financing and the debt financing to be funded, (ii) Purchasers have failed to consummate the closing by the date the closing is required to have occurred pursuant to the Share Purchase Agreement, (iii) the debt financing provided for by the debt commitment letter (or by any alternative financing, if applicable) has been funded or is required under the terms of the debt commitment letters to be funded at the closing if the equity financing is funded at the closing and (iv) with respect to any funding of the equity financing to occur at the closing, Visteon has irrevocably confirmed in writing to Purchasers that if specific performance is granted and the equity financing and the debt financing are funded, then the closing will occur.

**Indemnification**

***Survival of Representations and Warranties, Covenants and Agreements***

All of our representations and warranties survive until nine months following the closing date, except that (i) representations and warranties regarding corporate organization and good standing, authorization to execute the Share Purchase Agreement, enforceability of the Share Purchase Agreement, capitalization and title, ownership by HVCC of all of the issued and outstanding capital stock or other equity interests of its subsidiaries, the issuance of shares of capital stock or other equity interests of any subsidiary of HVCC and the absence of any undisclosed broker fees, survive indefinitely and (ii) representations and warranties related to taxes survive until three years following the closing date.

All of Purchasers representations and warranties survive until nine months following the closing date, except that representations and warranties related to their corporate organization and good standing, authorization to execute the Share Purchase Agreement, enforceability of the Share Purchase Agreement and the absence of any undisclosed broker fees, survive indefinitely.

The covenants and agreements of any party that contemplate actions to be taken or not taken on or prior to the closing survive until one year following the closing date. The covenants and agreements of any party that contemplate actions to be taken or not taken after to the closing survive in accordance with their terms.

***Indemnification***

We agreed to indemnify Purchasers, their respective affiliates and their respective officers, directors, agents, successors and assigns for all losses resulting from:

any inaccuracy or breach of our representations and warranties in the Share Purchase Agreement;

any nonfulfillment or failure to perform any of our covenants or agreements in the Share Purchase Agreement; provided, that in the case of pre-closing covenants and agreements, Purchasers will only be entitled to indemnification to the extent such nonfulfillment or failure to perform is not known by Purchasers or, if known, is disclosed to Visteon prior to the closing but not acknowledged by Visteon as a nonfulfillment of or failure to perform that results in a failure of a condition to closing of Purchasers; or

certain other specifically identified matters set forth in an annex to the Share Purchase Agreement.

Purchasers agreed, severally and not jointly and severally, to indemnify us, our respective affiliates and our respective officers, directors, agents, successors and assigns for all losses resulting from:

any inaccuracy or breach of Hahn and Hankook s representations and warranties in the Share Purchase Agreement; and

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any nonfulfillment or failure to perform any of Hahn and Hankook's covenants or agreements in the Share Purchase Agreement; provided, that in the case of pre-closing covenants and agreements, Visteon will only be entitled to indemnification to the extent such nonfulfillment or failure to perform is not known by Visteon or, if known, is disclosed to Purchasers prior to the closing but not acknowledged by Purchasers as a nonfulfillment of or failure to perform that results in a failure of a condition to closing of Visteon.

### ***Limits on Indemnification***

With respect to damages for breaches or inaccuracies of representations and warranties, Purchasers will only be entitled to recover for individual losses or a series of related losses in excess of \$125,000 and then only to the extent aggregated damages for such breaches and/or inaccuracies exceed \$35,750,000, in which case only those damages in excess of \$35,750,000 will be recoverable. Furthermore, Purchasers will not be entitled to any further indemnification for breaches or inaccuracies of representations and warranties beyond \$357,500,000.

### ***Other Indemnification Provisions***

Except as otherwise provided in the Share Purchase Agreement, to the extent permitted by law, the indemnification provisions set forth in the Share Purchase Agreement are the exclusive remedies of Visteon, VIHI and Purchasers after the closing for any inaccuracy in any representation or warranty, misrepresentation, breach of warranty or nonfulfillment or failure to be performed of any covenant or agreement contained in the Share Purchase Agreement (other than remedies for fraud and each party's right to specific performance or other equitable relief in accordance with the terms of the Share Purchase Agreement). Any indemnifiable loss will be reduced by any insurance proceeds or other third party recovery received by the indemnified party. Any indemnified party will use commercially reasonable efforts to mitigate any indemnifiable losses it suffers except with respect to taxes. Each indemnified party waives any subrogation rights that insurers may have with respect to any indemnifiable losses.

### **Expenses**

Whether or not the transactions contemplated by the Share Purchase Agreement, including the sale of our HVCC shares, are consummated, except for the provisions described above in Expense Reimbursement plus specified reimbursement and indemnification obligations, each party will pay its own expenses with respect to the Share Purchase and the transactions contemplated thereby, including the sale of the HVCC shares. Each of the respective parties agreed to pay all costs and expenses that it incurred on its own behalf in connection with the Share Purchase Agreement and the transactions contemplated by the Share Purchase Agreement, including fees and expenses of each party's respective financial consultants, accountants and legal counsel.

### **Amendment**

The Share Purchase Agreement may not be amended except in writing signed by each of the parties.

### **Governing Law**

The Share Purchase Agreement is governed by Delaware law.



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**UNAUDITED CONDENSED CONSOLIDATED PRO FORMA FINANCIAL STATEMENTS**

The unaudited pro forma financial information contained herein includes condensed consolidated statements of operations of Visteon for the years ended December 31, 2014, 2013 and 2012, and condensed consolidated balance sheets as of December 31, 2014 and 2013. The unaudited condensed consolidated pro forma statements of operations illustrate the results of operations as if the sale of the Company's approximately 70% ownership interest in HVCC had occurred on January 1, 2012. The following unaudited condensed consolidated pro forma balance sheets illustrate the financial position as of December 31, 2014 and 2013, as if the sale of the Company's approximately 70% ownership interest in HVCC had occurred on the respective balance sheet dates.

Pro forma adjustments prepared as of March 5, 2015, are described in the accompanying notes to the unaudited pro forma financial information and are based on information available at the time of preparation and reflect certain assumptions that the Company believes are reasonable under the circumstances. Accordingly, the pro forma adjustments reflected in the unaudited condensed consolidated pro forma financial information are preliminary and subject to revision and the actual amounts ultimately reported could differ from these estimates. The unaudited pro forma financial information is for informational purposes only and is not necessarily indicative of the operating results or financial position that would have been achieved had the Company's sale of its approximately 70% ownership interest in HVCC been consummated on the dates indicated and should not be construed as being representative of the Company's future results of operations or financial position. The unaudited condensed consolidated pro forma financial information should be read in conjunction with the historical audited consolidated financial statements and notes thereto included in the Company's December 31, 2014 Annual Report on Form 10-K.

**Table of Contents****VISTEON CORPORATION AND SUBSIDIARIES****UNAUDITED CONDENSED CONSOLIDATED PRO FORMA STATEMENT OF OPERATIONS**

(Dollars in millions, except per share amounts)

	Year Ended December 31, 2014					Pro Forma
	As Reported	Sale of HVCC		Other Adjustments		
<b>Sales</b>	\$ 7,509	\$ 5,056	(a)	\$ 52	(b)	\$ 2,505
Cost of sales	6,711	4,590	(a)	43	(b)(c)	2,164
<b>Gross margin</b>	798	466		9		341
Selling, general and administrative expenses	377	150	(a)			227
Restructuring expense	56	3	(a)			53
Interest expense, net	28	7	(a)			21
Loss on debt extinguishment	23					23
Equity in net income of non-consolidated affiliates	15	13	(a)			2
Other expense, net	68	4	(a)	2	(b)	66
<b>Income (loss) before income taxes</b>	261	315		7		(47)
Provision for income taxes	124	91	(a)	2	(b)	35
<b>Net income (loss) from continuing operations</b>	137	224		5		(82)
Loss from discontinued operations, net of tax	(343)			(5)	(b)	(348)
<b>Net (loss) income</b>	(206)	224				(430)
Net income attributable to non-controlling interests	89	78	(a)			11
<b>Net (loss) income attributable to Visteon Corporation</b>	\$ (295)	\$ 146		\$		\$ (441)
<b>Basic and diluted per share data:</b>						
Basic loss per share attributable to Visteon Corporation	\$ (6.44)					\$ (9.63)
Diluted loss per share attributable to Visteon Corporation	\$ (6.25)					\$ (9.63)

See accompanying notes to the unaudited condensed consolidated pro forma financial statements.

**Table of Contents****VISTEON CORPORATION AND SUBSIDIARIES****UNAUDITED CONDENSED CONSOLIDATED PRO FORMA STATEMENT OF OPERATIONS**

(Dollars in millions, except per share amounts)

	Year Ended December 31, 2013					Pro Forma
	As Reported	Sale of HVCC		Other Adjustments		
<b>Sales</b>	\$ 6,371	\$ 4,758	(a)	\$ 62	(b)	\$ 1,675
Cost of sales	5,733	4,309	(a)	54	(b)(c)	1,478
<b>Gross margin</b>	638	449		8		197
Selling, general and administrative expenses	312	137	(a)	1	(b)(c)	176
Restructuring expense	36	15	(a)			21
Interest expense, net	38	3	(a)			35
Equity in net income of non-consolidated affiliates	213	11	(a)			202
Gain on Yanfeng transactions	465					465
Other expense	28	8	(a)			20
<b>Income before income taxes</b>	902	297		7		612
Provision for income taxes	117	62	(a)	1	(b)	56
<b>Net income from continuing operations</b>	785	235		6		556
Loss from discontinued operations, net of tax	(10)			(6)	(b)	(16)
<b>Net income</b>	775	235				540
Net income attributable to non-controlling interests	85	83	(a)			2
<b>Net income attributable to Visteon Corporation</b>	\$ 690	\$ 152		\$		\$ 538
<b>Basic and diluted per share data:</b>						
Basic earnings per share attributable to Visteon Corporation	\$ 13.80					\$ 10.76
Diluted earnings per share attributable to Visteon Corporation	\$ 13.50					\$ 10.53

See accompanying notes to the unaudited condensed consolidated pro forma financial statements.

**Table of Contents****VISTEON CORPORATION AND SUBSIDIARIES****UNAUDITED CONDENSED CONSOLIDATED PRO FORMA STATEMENT OF OPERATIONS**

(Dollars in millions, except per share amounts)

	Year Ended December 31, 2012					Pro Forma
	As Reported	Sale of HVCC		Other Adjustments		
<b>Sales</b>	\$ 5,715	\$ 4,207	(a)	\$ 28	(b)	\$ 1,536
Cost of sales	5,178	3,819	(a)	26	(b)(c)	1,385
<b>Gross margin</b>	537	388		2		151
Selling, general and administrative expenses	315	139	(a)	1	(b)(c)	177
Restructuring expense	45	3	(a)			42
Interest expense (income), net	34	(7)	(a)			41
Equity in net income of non-consolidated affiliates	226	5	(a)			221
Other expense	33	9	(a)			24
<b>Income before income taxes</b>	336	249		1		88
Provision for income taxes	107	75	(a)			32
<b>Net income from continuing operations</b>	229	174		1		56
Loss from discontinued operations, net of tax	(62)			(1)	(b)	(63)
<b>Net income (loss)</b>	167	174				(7)
Net income attributable to non-controlling interests	67	64	(a)			3
<b>Net income (loss) attributable to Visteon Corporation</b>	\$ 100	\$ 110		\$		\$ (10)
<b>Basic and diluted per share data:</b>						
Basic earnings (loss) per share attributable to Visteon Corporation	\$ 1.89					\$ (0.19)
Diluted earnings (loss) per share attributable to Visteon Corporation	\$ 1.88					\$ (0.19)

See accompanying notes to the unaudited condensed consolidated pro forma financial statements.

**Table of Contents****VISTEON CORPORATION AND SUBSIDIARIES****UNAUDITED CONDENSED CONSOLIDATED PRO FORMA BALANCE SHEET**

(Dollars in millions)

	December 31, 2014				
	As Reported	Sale of HVCC		Other Adjustments	Pro Forma
<b>ASSETS</b>					
Cash and equivalents	\$ 822	\$ 346	(d)	\$ 3,045	(e) \$ 3,521
Restricted cash	9				9
Accounts receivable, net	1,351	837	(d)		514
Inventories	537	332	(d)		205
Other current assets	415	128	(d)		287
<b>Total current assets</b>	<b>3,134</b>	<b>1,643</b>		<b>3,045</b>	<b>4,536</b>
Property and equipment, net	1,440	1,097	(d)		343
Intangible assets, net	407	251	(d)		156
Investment in affiliates	165	66	(d)		99
Other non-current assets	177	31	(d)	390	(h) 536
<b>Total assets</b>	<b>\$ 5,323</b>	<b>\$ 3,088</b>		<b>\$ 3,435</b>	<b>\$ 5,670</b>
<b>LIABILITIES AND EQUITY</b>					
Short-term debt, including current portion of long-term debt	\$ 142	\$ 113	(d)	\$	\$ 29
Accounts payable	1,186	708	(d)		478
Accrued employee liabilities	174	61	(d)	7	(f) 120
Other current liabilities	330	86	(d)		244
<b>Total current liabilities</b>	<b>1,832</b>	<b>968</b>		<b>7</b>	<b>871</b>
Long-term debt	839	252	(d)		587
Employee benefits	566	77	(d)		489
Deferred tax liabilities	120	67	(d)		53
Other non-current liabilities	145	40	(d)	225	(g) 330
Stockholders' equity:					
Total Visteon Corporation stockholders' equity	865			2,317	(g) 3,182
Non-controlling interests	956	798	(d)		158
<b>Total equity</b>	<b>1,821</b>	<b>798</b>		<b>2,317</b>	<b>3,340</b>
<b>Total liabilities and equity</b>	<b>\$ 5,323</b>	<b>\$ 2,202</b>		<b>\$ 2,549</b>	<b>\$ 5,670</b>

See accompanying notes to the unaudited condensed consolidated pro forma financial statements.

**Table of Contents****VISTEON CORPORATION AND SUBSIDIARIES****UNAUDITED CONDENSED CONSOLIDATED PRO FORMA BALANCE SHEET**

(Dollars in millions)

	December 31, 2013				
	As Reported	Sale of HVCC		Other Adjustments	Pro Forma
<b>ASSETS</b>					
Cash and equivalents	\$ 1,677	\$ 328	(d)	\$ 3,045	(e) \$ 4,394
Restricted cash	25				25
Accounts receivable, net	1,227	796	(d)		431
Inventories	472	314	(d)		158
Other current assets	352	114	(d)		238
<b>Total current assets</b>	<b>3,753</b>	<b>1,552</b>		<b>3,045</b>	<b>5,246</b>
Property and equipment, net	1,414	1,067	(d)		347
Intangible assets, net	447	277	(d)		170
Investment in affiliates	228	63	(d)		165
Other non-current assets	185	33	(d)	390	(h) 542
<b>Total assets</b>	<b>\$ 6,027</b>	<b>\$ 2,992</b>		<b>\$ 3,435</b>	<b>\$ 6,470</b>
<b>LIABILITIES AND EQUITY</b>					
Short-term debt, including current portion of long-term debt	\$ 106	\$ 68	(d)	\$	\$ 38
Accounts payable	1,207	732	(d)		475
Accrued employee liabilities	202	57	(d)	7	(f) 152
Other current liabilities	287	63	(d)		224
<b>Total current liabilities</b>	<b>1,802</b>	<b>920</b>		<b>7</b>	<b>889</b>
Long-term debt	624	225	(d)		399
Employee benefits	440	65	(d)		375
Deferred tax liabilities	137	69	(d)		68
Other non-current liabilities	151	23	(d)	225	(g) 353
Stockholders' equity:					
Total Visteon Corporation stockholders' equity	1,920			2,303	(g) 4,223
Non-controlling interests	953	790	(d)		163
<b>Total equity</b>	<b>2,873</b>	<b>790</b>		<b>2,303</b>	<b>4,386</b>
<b>Total liabilities and equity</b>	<b>\$ 6,027</b>	<b>\$ 2,092</b>		<b>\$ 2,535</b>	<b>\$ 6,470</b>

See accompanying notes to the unaudited condensed consolidated pro forma financial statements.

**Table of Contents****VISTEON CORPORATION AND SUBSIDIARIES****NOTES TO UNAUDITED CONDENSED CONSOLIDATED PRO FORMA FINANCIAL STATEMENTS**

The unaudited condensed consolidated pro forma statements of operations illustrate the results of operations as if the sale of the Company's approximate 70% ownership interest in HVCC had occurred on January 1, 2012. The unaudited condensed consolidated pro forma balance sheets illustrate the financial position as of December 31, 2014 and 2013 as if the sale of the Company's approximate 70% ownership interest in HVCC had occurred on the respective balance sheet dates. The unaudited condensed consolidated pro forma financial information is for informational purposes only and is not necessarily indicative of the operating results or financial position that would have been achieved had the Company's sale of its 70% equity ownership interest in HVCC been consummated on the dates indicated and should not be construed as being representative of the Company's future results of operations or financial position. The unaudited condensed consolidated pro forma financial statements should be read in conjunction with the historical audited consolidated financial statements and notes thereto included in the Company's December 31, 2014 Annual Report on Form 10-K.

Pro forma adjustments were prepared as of March 5, 2015 based on information available at the time of preparation and reflect certain assumptions that the Company believes are reasonable under the circumstances. Accordingly, the pro forma adjustments are preliminary and subject to revision and the actual amounts ultimately reported could differ from these estimates. Additionally, pro forma adjustments to reflect the sale of HVCC were prepared on a consistent entity basis for all periods presented to reflect the results of operations and financial position of the business subject to the Share Purchase Agreement (the "HVCC Business") and represent amounts included in the unaudited combined financial statements of the HVCC Business.

**The unaudited condensed consolidated pro forma statements of operations for the years ended December 31, 2014, 2013 and 2012 include the following adjustments:**

- (a) Elimination of the operating results of the HVCC Business from the operating results as reported by Visteon. Amounts represent the unaudited combined statements of operations for the HVCC Business for the years ended December 31, 2014, 2013 and 2012.
- (b) Add back of the operating results for Visteon Automotive Systems Inc. ("VASI"), an Interiors operation owned by the HVCC Business. The operating results of VASI are reported by Visteon as discontinued operations and by the HVCC Business as continuing operations. Accordingly, these adjustments represent amounts attributable to VASI that were eliminated from the results of operations reported by Visteon under adjustment (a) described above.
- (c) The operating results of the HVCC Business include amounts classified as cost of goods sold related to information technology services provided by Visteon and billed to the HVCC Business totaling \$32 million, \$36 million and \$30 million for the years ended December 31, 2014, 2013 and 2012, respectively. Additionally, the operating results of the HVCC Business include amounts classified as selling, general and administrative expenses related to administrative services including finance, legal, human resources, employee benefits administration, treasury, risk management, and other shared services, provided by Visteon and billed to the HVCC Business totaling \$10 million, \$23 million and \$21 million for the years ended December 31, 2014, 2013 and 2012, respectively.

**The unaudited condensed consolidated pro forma balance sheets as of December 31, 2014 and 2013 reflect the following adjustments:**

- (d) Elimination of the assets and liabilities of the HVCC Business to be acquired by the Purchasers as contemplated under the Share Purchase Agreement from amounts reported by Visteon. Amounts represent the unaudited combined balance sheets for the HVCC Business as of December 31, 2014 and 2013.
- (e) Addition of estimated total proceeds to amounts reported by Visteon in connection with the Transaction contemplated under the Share Purchase Agreement. Gross proceeds are comprised of Korean Won ("KRW") 2,853,360,000,000 (or approximately \$2,626,435,935.20, using the reference exchange rate) (the "KRW Portion") and \$950,000,000 (the "USD Portion") in the aggregate. Gross proceeds include an amount for the 2014 dividend payable on the HVCC shares to be sold (which dividend will be retained by

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Visteon), currently estimated to range from KRW67,000,000,000 to KRW73,000,000,000 (or approximately \$61,671,575.85 to



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\$67,194,403.53, using the reference exchange rate). Gross proceeds have been reduced by estimated transaction-related costs of \$100 million, Korean withholding taxes of \$390 million and securities transaction taxes of \$20 million for net transaction proceeds of \$3,045 million.

A summary of the components of estimated net proceeds is provided as follows.

	<b>Estimated Net Proceeds (Dollars in Millions)</b>
Gross transaction proceeds	\$ 3,555
Less:	
Transaction-related costs	(100)
Korea withholding taxes	(390)
Securities transaction taxes	(20)
Estimated net proceeds	\$ 3,045

In December 2014 Visteon entered a KRW option contract to manage foreign currency exposure on anticipated net KRW denominated proceeds. Accordingly, estimated proceeds total \$3,555 million, based on 1,096 KRW/USD rate to convert KRW portion of proceeds (hedge option rate). However, Visteon continues to monitor the foreign currency exposure associated with the KRW portion of the proceeds and may take further actions to manage such risks. Transaction-related costs have been excluded from the unaudited condensed consolidated pro forma statements of operations as such expenses were incurred as if the sale had occurred on January 1, 2012.

- (f) Addition of estimated liability to amounts reported by Visteon for the accelerated vesting of stock-based compensation arrangements attributable to employees of HVCC pursuant to change of control provisions in the Visteon Corporation 2010 Incentive Plan. Related expenses of approximately \$7 million have been excluded from the unaudited condensed consolidated pro forma statements of operations as such amounts were assumed to be incurred as if the sale had occurred on January 1, 2012.
- (g) Reflects the net impact on Visteon's balance sheet attributable to the transactions contemplated under the Share Purchase Agreement, as follows:

	<b>December 31</b>	
	<b>2014</b>	<b>2013</b>
	<b>(Dollars in Millions)</b>	
Estimated net proceeds Note (e)	\$ 3,045	\$ 3,045
Add:		
Korea withholding tax Note (h)	390	390
Less:		
Visteon investment in HVCC	(886)	(900)
U.S. income taxes	(225)	(225)
Stock-based compensation Note (f)	(7)	(7)
Total	\$ 2,317	\$ 2,303

The Visteon investment in HVCC above is inclusive of net amounts due to/from the respective parties. Anticipated U.S. income tax of \$225 million represents the net amount of U.S. tax on the transactions contemplated under the Share Purchase Agreement after the utilization of available net operating loss carry-forwards and other tax attributes. Estimated gains on the transactions contemplated under the Share Purchase Agreement are excluded from the unaudited condensed consolidated pro forma statements of operations as such amounts are non-recurring in nature.

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