Exhibit D

Summary Of Dip Loan Terms

a.	DIP Facility:	Up to $4,000,000 revolving credit facility to fund working capital needs pursuant to the Budget (the "Revolving Facility"), inclusive of an amount equal to up to $500,000 for letters of credit. $700,000 of the Revolving Facility shall be available to be loaned only with the written agreement of all Postpetition Lenders at the time such funding is requested, which agreement may be withheld in their sole and absolute discretion.
b.	Letter of Credit Subfacility:	Letters of credit to be issued under the DIP Facility ("DIP LCs") shall not exceed the amount of the Letter of Credit Subfacility and shall be issued only for purposes satisfactory to the Postpetition Agent. To the extent necessary, upon expiration of the term of a Letter of Credit issued under the Prepetition Credit Agreement that expires prior to the Maturity Date (as defined below), a replacement letter of credit shall be issued under the DIP Facility.
c.	Interim Borrowing Limits:	____________________.
d.	Term:	All commitments of the Postpetition Lenders under the DIP Facility shall terminate at the earliest of: (i) the date which is [3] months after the date Debtors file their petitions for relief under Chapter 11 of the Bankruptcy Code; (ii) the entry of an Order pursuant to section 363 of the Bankruptcy Code approving the sale of substantially all of the Debtors' assets; (iii) the effective date of any plan of reorganization; (iv) conversion of the Debtors' bankruptcy cases to cases under Chapter 7 of the Bankruptcy Code; (v) dismissal of the Debtors' bankruptcy cases; (vi) an event of default shall occur under the DIP Facility; or (vii) collection by the Debtor of the Visteon receivable.
e.	Interest Rate:	Adjusted Base Rate + 4.00% per annum (the "Pre-Default Rate") payable on the last day of each month.
f.	Default Rate:	Pre-Default Rate + 2.00% per annum effective upon any default without notice.
g.	Facility Fee:	$200,000 payable to Postpetition Lenders prior to or at the time of initial funding.
h.	Unused Commitment	

	Fee:	2.00% per annum on daily average unused amount of the DIP Facility payable monthly in arrears.
i.	Agency Fee:	$25,000 per month.
j.	Letter of Credit Fee:	Letter of Credit Fee of 2.00% per annum of aggregate amount available for drawing under each DIP LC issued under the Letter of Credit Subfacility and reasonable out of pocket expenses of the Postpetition Agent payable at time of issuance; Issuing Bank Fronting Fee of 0.25% per annum on face amount of each DIP LC at time of issuance.
k.	Prepetition Interest:	Interest shall continue to accrue on the outstanding balance of the Prepetition Indebtedness.
l.	Asset Sales; Prepayments:	The proceeds from any sale of the Companies' assets, other than (i) inventory sold in the ordinary course of business, and (ii) an additional basket for certain limited asset sales not to exceed [$250,000] in the aggregate, plus all proceeds from the collection of the Visteon account receivable shall be paid first to the Postpetition Agent for application to the DIP Facility, with a corresponding permanent reduction in the DIP Facility commitment, then to cash collateralize letters of credit issued pursuant to the DIP Facility upon terms and conditions satisfactory to the Postpetition Agent, and then to the Agent for the Prepetition Lenders for application to the Prepetition Indebtedness, subject however to the right of the Postpetition Lenders for recovery of such amounts in the event that on the Maturity Date, the DIP Facility is not paid in full.
m.	Collateral:	All indebtedness and obligations under the DIP Facility and any liabilities owing to Bank of America, N.A., in its capacity as Debtor's cash/treasury management bank will be secured by security interests and liens granted pursuant to Section 364(c)(2) and (d)(1) of the Bankruptcy Code (the "Priority Lien"), with priority over all valid and perfected existing and future security interests, liens, claims and encumbrances, in and on all real and personal property, tangible or intangible, including all bank accounts, deposits and cash, wherever located, whether now existing or hereafter acquired of the Debtors, the Debtors' bankruptcy estates and the subsidiaries and affiliates of the Debtor (the "Collateral") and all proceeds, products, rents, revenues and profits of the Collateral, subject only to the Carve-Out (as defined below) and certain permitted liens. In addition, to the extent of the outstanding obligations of the Debtors under the DIP Facility, the

Postpetition Lenders shall be granted superpriority claims over all other claims against the Debtor other than the Carve-Out.

n.	No Surcharge:	No costs or expenses of administration shall be imposed against the Postpetition Lenders' prepetition or postpetition collateral under Section 506(c) of the Bankruptcy Code other than the Carve-Out.
o.	Carve-Out:	To the extent that the Debtors do not have unencumbered cash to pay the items set forth in (a) and (b) below, the liens on the Collateral and the Priority Lien will be subject to (a) after the occurrence and during the continuance of an Event of Default under the Postpetition Credit Agreement, or an event that would constitute an Event of Default with the giving of notice or lapse of time or both, the payment of allowed and unpaid professional fees and disbursements incurred by the Debtors to the extent approved by the Court, in an aggregate amount not to exceed all accrued, unpaid and reasonable professional fees and disbursements owing as of the date of an Event of Default or the date the event occurred that would constitute an Event of Default with the giving of notice or lapse of time or both (whether allowed as of such date or subsequently thereto), plus \$250,000 (collectively, the "Carve-Out"), and (b) the payment of unpaid fees pursuant to 28 U.S.C. § 1930 and any fees payable to the Clerk of the Court. So long as no Event of Default shall have occurred and be continuing, the Debtor will be permitted to pay reasonable compensation and reimbursement of expenses allowed and payable under sections 330 and 331 of the Bankruptcy Code to the Debtor's professionals, as the same may be payable and subject to the Budget; provided however that no amounts under the Carve-Out shall be used for the purpose of: (i) objecting to or contesting in any manner, or in raising any defenses to, the validity, extent, perfection, priority, or enforceability of the Prepetition Indebtedness or any liens or security interest with respect thereto, or any other rights or interest of the Prepetition Agent or Postpetition Agent or the Prepetition Lenders or Postpetition Lenders or in asserting any claims or causes of action, including, without limitation, any actions under Chapter 5 of the Bankruptcy Code against the Pre or Postpetition Agents or the Prepetition Lenders or Postpetition Lenders; (ii) preventing, hindering, or delaying the Postpetition Agent or Postpetition Lenders' enforcement of realization upon any of the Collateral; (iii) using cash collateral or selling any collateral except as specifically permitted in the Financing Orders (defined below) or by order of the Bankruptcy Court; (iv) incurring indebtedness except as permitted by the Financing Orders and Postpetition Credit Agreement; or (v) modifying the Postpetition Agent's or Postpetition Lenders' rights under the Postpetition Credit

Agreement. No proceeds of the DIP loans shall be used to prosecute investigation of or proceedings to contest the liens in favor of the Prepetition Agent which secure the Prepetition Loans.

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