
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) May 13, 2009

VISTEON CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

1-15827

(Commission File Number)

38-3519512

(IRS Employer Identification No.)

One Village Center Drive, Van Buren Township, Michigan

(Address of principal executive offices)

48111

(Zip Code)

Registrant's telephone number, including area code (800)-VISTEON

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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SECTION 1 — REGISTRANT'S BUSINESS AND OPERATIONS

Item 1.01. Entry into a Material Definitive Agreement.

On May 13, 2009, Visteon Corporation (the "Company") and certain of its subsidiaries entered into a Fifth Amendment (the "Fifth Amendment") to the Credit Agreement, dated as of August 14, 2006 (as amended, modified, renewed or extended from time to time, the "Credit Agreement"), among the Company, certain subsidiaries of the Company, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (the "Agent"), the Company's principal U.S. asset-based, secured revolving credit facility. The Fifth Amendment provides, among other things, for the elimination of the obligation of the Agent to issue new letters of credit under the facility after May 1, 2009, and the release of certain collateral. The Fifth Amendment was entered into in connection with certain transactions occurring on May 13, 2009, whereby Ford Motor Company ("Ford") purchased, assumed and took an assignment of all of the outstanding loans, obligations and other interests of the lenders under the Credit Agreement.

Also, on May 13, 2009, the Company and certain of its subsidiaries entered into a Sixth Amendment to the Credit Agreement (the "Sixth Amendment"), with Ford, as the sole lender, and the Agent which, among other things, amends the Credit Agreement to require the Company to maintain at least \$264 million of cash and cash equivalents at all times, eliminate Eurodollar borrowings, extend the advance notice required for borrowings, require the Company to deliver additional financial projections to the Agent, require less frequent disclosure of foreign exchange hedges, clarify permitted transactions among affiliates, reduce the amount of cash required to be maintained in certain restricted deposit or securities accounts, and increase the amount of cash and cash equivalents that can be held in accounts not subject to control agreements.

The description of the above amendments does not purport to be complete and is qualified in its entirety by reference to the complete text of the amendments, copies of which are filed as exhibits 10.1 and 10.2 hereto and incorporated herein by reference. Some of the financial institutions party to the Fifth Amendment and their affiliates have performed, and may in the future perform, various commercial banking, investment banking, brokerage, trustee and other financial advisory services in the ordinary course of business for the Company and its subsidiaries for which they have received, and will receive, customary fees and commissions. Ford is the Company's largest customer, and the Company provides various information technology, personnel and other services, and leases personnel, to Ford and certain of its affiliates.

SECTION 9 — FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

- 10.1 Fifth Amendment to Credit Agreement, dated as of May 13, 2009, among the Company, certain of its subsidiaries, certain lenders party thereto, and the Agent.
 - 10.2 Sixth Amendment to Credit Agreement, dated as of May 13, 2009, among the Company, certain of its subsidiaries, Ford, and the Agent.
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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VISTEON CORPORATION

Date: May 15, 2009

By: /s/ William G. Quigley III

William G. Quigley III
Executive Vice President
and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>	<u>Page</u>
10.1	Fifth Amendment to Credit Agreement, dated as of May 13, 2009, among Visteon Corporation, certain of its subsidiaries, certain lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent.	
10.2	Sixth Amendment to Credit Agreement, dated as of May 13, 2009, among Visteon Corporation, certain of its subsidiaries, Ford Motor Company, and JPMorgan Chase Bank, N.A., as administrative agent.	

FIFTH AMENDMENT TO CREDIT AGREEMENT

FIFTH AMENDMENT TO CREDIT AGREEMENT, dated as of May 13, 2009 (this “Amendment”), among VISTEON CORPORATION, a Delaware corporation (the “Company”), each subsidiary of the Company party hereto as a borrower (together with the Company, each a “Borrower” and, collectively, the “Borrowers”), each other subsidiary of the Company party hereto, the Lenders party hereto, and JPMORGAN CHASE BANK, N.A. (“JPMorgan”), as Administrative Agent, Issuing Bank and Swingline Lender.

WITNESSETH:

WHEREAS the Borrowers, the Lenders party thereto, and JPMorgan, as Administrative Agent, Issuing Bank and Swingline Lender, have entered into that certain Credit Agreement, dated as of August 14, 2006, as amended, supplemented or modified by that certain First Amendment to Credit Agreement and Consent, dated as of November 27, 2006, that certain Second Amendment to Credit Agreement and Consent, dated as of April 10, 2007, that certain Third Amendment to Credit Agreement, dated as of March 12, 2008 and that certain Fourth Amendment and Limited Waiver to Credit Agreement and Amendment to Security Agreement, dated as of March 31, 2009 (as so amended, supplemented or modified, the “Credit Agreement”); capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to such terms in the Credit Agreement;

WHEREAS, JPMorgan and Ford Motor Company (“Ford”) are party to that certain Assignment and Assumption Agreement (the “Assignment Agreement”), dated as of the date hereof, among Ford, JPMorgan, the other Assignors (as defined in the Assignment Agreement) party thereto and the Agent pursuant to which Ford will purchase 100% of the Loans and the other outstanding Obligations under the Credit Agreement and will assume all of the undertakings, agreements and liabilities of the Lenders under such Credit Agreement, including with respect to participations in Letters of Credit;

WHEREAS, it is a condition precedent to the effectiveness of the Assignment Agreement that the parties hereto have executed and delivered this Amendment and this Amendment is effective; and

WHEREAS, the Borrowers, the Lenders party hereto, the Administrative Agent, the Issuing Bank and the Swingline Lender desire to amend the Credit Agreement as provided for herein on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I

AMENDMENTS

Section 1.1 Amendment to Section 1.01. Section 1.01 of the Credit Agreement is hereby amended as follows:

(a) New Defined Term. The following new defined term is hereby inserted in proper alphabetical order:

“Fifth Amendment” means that certain Fifth Amendment to Credit Agreement, dated as of May 13, 2009, among the Borrowers, the Lenders party thereto, and the Administrative Agent.

(b) Amendment to Banking Services. The defined term “Banking Services” is hereby amended by inserting the phrase “, or by any Bank (or any of its Affiliates) listed on Schedule 1.01E” immediately after the phrase “by any Lender or any of its Affiliates”.

(c) Amendment to Banking Services Obligations. The defined term “Banking Services Obligations” is hereby amended by inserting the phrase “, or to any Bank listed on Schedule 1.01E or any Affiliate of such Bank” immediately after the phrase “to any Lender or any Affiliate of a Lender”.

(d) Amendment to Secured Obligations. The defined term “Secured Obligations” is hereby amended by (i) inserting the phrase “, or owing to any Person, including the Persons listed on Schedule 1.01F or any Affiliate of such Person” immediately after the phrase “Swap Obligations owing to one or more Lenders or their respective Affiliates that are listed on Schedule 1.01B” appearing in such definition and (ii) by inserting the phrase “or the Person party thereto or whose Affiliate is party thereto” immediately following the phrase “(other than JPMCB or an Affiliate of JPMCB)” appearing in such definition.

Section 1.2 Amendment to Section 2.06(a). Section 2.06(a) (*Letters of Credit*) of the Credit Agreement is hereby amended by inserting the following sentence after the first sentence in such Section: “Notwithstanding anything to the contrary contained herein or in any other Loan Document, JPMCB, as Issuing Bank, shall not have any obligation to issue any new Letters of Credit on or after May 1, 2009, nor shall JPMCB, as Issuing Bank, have any obligation to extend, modify, renew or replace any Letter of Credit outstanding as of May 1, 2009”.

Section 1.3 Amendment to Section 9.02(b). Section 9.02(b) (*Waivers; Amendments*) of the Credit Agreement is hereby amended by inserting the following at the end of the first sentence “; provided further that no such agreement shall amend or modify the definitions of the terms “Banking Services”, “Banking Services Obligations” and “Secured Obligations” if the effect thereof is to convert any Banking Services Obligations or Swap Obligations (both as defined as of the Fifth Amendment) to unsecured Obligations unless the holders of such Secured Obligations shall consent to such amendment or modification”.

Section 1.4 Amendment to the Schedules. The Schedules to the Credit Agreement are hereby amended by (i) inserting Schedule 1.01E as set forth in Annex A hereto and (ii) replacing the existing Schedule 1.01B with the new Schedule 1.01B as set forth in Annex C hereto.

ARTICLE II

RELEASE OF CERTAIN FOREIGN COLLATERAL

Section 2.1 Release. Each of the Lenders hereby directs, the Administrative Agent, to release, and the Administrative Agent hereby releases, without representation, recourse or warranty whatsoever, all of its security interest in the collateral set forth on Schedule I hereto (collectively, the “Released Collateral”) and the Administrative Agent hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Released Collateral to the applicable Grantor. For the avoidance of doubt, notwithstanding any provision of the Intercreditor Agreement, including Sections 4.2(a) and 6(c) thereof, no release of Collateral contained herein shall apply to any interest of the Term Loan Creditors (as defined in the Intercreditor Agreement) in any Term Loan

Collateral (as defined in the Intercreditor Agreement), which interests shall remain in effect in accordance with the Term Loan Facility Documents, and to the extent the Administrative Agent has possession of any stock certificates or other possessory collateral evidencing any of the Released Collateral, the Lenders hereby instruct the Administrative Agent to deliver such stock certificates or other possessory collateral to the Term Loan Agent (as defined in the Intercreditor Agreement).

Section 2.2 Other Collateral Unaffected. The release set forth above is strictly limited to the collateral set forth on Schedule I hereoto and each Grantor hereby ratifies and reaffirms its grant of liens on or security interests in the other collateral pursuant to such documents to which such Grantor is a party as security for the Secured Obligations, and confirms and agrees that such liens and security interests hereafter secure all of the Secured Obligations, including, without limitation, all additional Secured Obligations hereafter arising or incurred pursuant to or in connection with this Amendment, the Credit Agreement or any other Loan Document.

Section 2.3 Further Actions. The Administrative Agent agrees, at the Company's expense, to cooperate with the Borrowers and to provide the Company with the information and additional authorization reasonably required or desirable to effect the release of the Administrative Agent's security interest in the Released Collateral.

ARTICLE III

CONDITIONS TO CLOSING

This Amendment shall become effective when (i) the Borrowers, the Administrative Agent and the Required Lenders have delivered a duly executed counterpart of this Amendment to the Administrative Agent (ii) the Borrowers have paid all fees and expenses due to the Administrative Agent and its counsel to the extent such fees and expenses have been invoiced prior to the date hereof.

ARTICLE IV

GENERAL RELEASE; INDEMNITY.

Section 4.1 General Release. In consideration of, among other things, Administrative Agent's and Lenders' execution and delivery of this Amendment, the Releasors hereby forever waive, release and discharge, to the fullest extent permitted by law, each Releasee from the Claims, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity, against the Releasees, based in whole or in part on facts, whether or not now known, existing on or before the effective date of this Amendment, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Loan Documents (including this Amendment) or the transactions contemplated thereby or any actions or omissions in connection therewith or (ii) any aspect of the dealings or relationships between or among Borrowers or any of their Subsidiaries party to any Loan Document, on the one hand, and any or all of the Administrative Agent or Lenders on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. In entering into this Amendment, the Borrowers and their Subsidiaries party hereto consulted with, and have been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity hereof. The provisions of this Section shall survive the termination of this Amendment, the Credit Agreement, the other Loan Documents, and payment in full of the Secured Obligations.

Section 4.2 Indemnity; Covenant Regarding Released Claims.

(a) Each of the Borrowers hereby agrees that it shall be jointly and severally obligated to indemnify and hold the Releasees harmless in accordance with Section 9.03 of the Credit Agreement and that such indemnities in favor of the Releasees shall survive the transfer of the Loans and other obligations, rights and interests pursuant to the Assignment Agreement.

(b) Each of the Borrowers and their Subsidiaries party hereto, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by any Borrower or any of their Subsidiaries party hereto pursuant to this Article IV. If any Borrower or any of their Subsidiaries, or any of their successors, assigns or other legal representatives violates the foregoing covenant, the Borrowers, each for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation. As used herein, (i) "Claims" shall mean any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, accounts, interests, liens, promises, warranties, damages and consequential damages, demands, agreements, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, executions, costs or expenses whatsoever; (ii) "Releasees" shall mean each Indemnitee (as defined in the Credit Agreement); and (iii) "Releasors" shall mean each of the Borrowers and each of their Subsidiaries party hereto, on behalf of themselves and their respective agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns.

ARTICLE V

MISCELLANEOUS

Section 5.1 Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent or any Lender under the Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrowers to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents in similar or different circumstances. All references to the Issuing Bank in the Loan Documents shall continue to refer to JPMorgan. This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof. This Amendment shall constitute an amendment only and shall not constitute a novation with regard to the Credit Agreement or any other Loan Document.

Section 5.2 No Representations by Lenders or Administrative Agent. The Borrowers hereby acknowledge that they have not relied on any representation, written or oral, express or implied, by any Lender or the Administrative Agent, other than those expressly contained herein, in entering into this Amendment.

Section 5.3 Representations of the Borrowers. Each Borrower represents and warrants to the Administrative Agent and the Lenders (except that the Borrowers make no representation (i) as to the continued accuracy of the representation and warranty contained in Section 3.02 of the Credit Agreement and (ii) with respect to the second sentence of Section 3.07 of the Credit Agreement, the Specified

Default (as defined in the Fourth Amendment and Limited Waiver)) that (a) the representations and warranties set forth in the Loan Documents (including with respect to this Amendment and the Credit Agreement as amended hereby) are true and correct in all material respects on and as of the date hereof with the same effect as though made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which event such representations and warranties were true and correct in all material respects as of such date, (b) other than the Specified Default ((as defined in the Fourth Amendment and Limited Waiver) no Default or Event of Default has occurred and is continuing, and (c) this Amendment constitutes, and any of the documents required herein will constitute upon execution and delivery, legal, valid, and binding obligations of each Borrower and each of their Subsidiaries party hereto or thereto, each enforceable in accordance with its terms.

Section 5.4 Successors and Assigns. This Amendment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Lenders and the Administrative Agent.

Section 5.5 Headings; Entire Agreement. The headings and captions hereunder are for convenience only and shall not affect the interpretation or construction of this Amendment. This Amendment contains the entire understanding of the parties hereto with regard to the subject matter contained herein and supersedes all previous communications and negotiations with regard to the subject matter hereof. No representation, undertaking, promise, or condition concerning the subject matter hereof shall be binding upon the Administrative Agent or any other Secured Party unless clearly expressed in this Agreement or in the other documents referred to herein. No agreement which is reached herein shall give rise to any claim or cause of action except for breach of the express provisions of a legally binding written agreement.

Section 5.6 Severability. The provisions of this Amendment are intended to be severable. If for any reason any provision of this Amendment shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 5.7 Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 5.8 Costs and Expenses. Subject to the terms set forth in Section 9.03 of the Credit Agreement, the Borrowers agree, jointly and severally, to reimburse the Administrative Agent for reasonable, documented out of pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable documented fees and other reasonable charges and disbursements of one counsel for the Administrative Agent (and such other local and foreign counsel as shall be reasonably required), in connection with this Amendment.

Section 5.9 Governing Law. The whole of this Amendment and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and delivered as of the date first above written.

BORROWERS:

VISTEON CORPORATION

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

ARS, INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

FAIRLANE HOLDINGS, INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

GCM/VISTEON AUTOMOTIVE SYSTEMS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

GCM/VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

HALLA CLIMATE SYSTEMS ALABAMA CORP.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

INFINITIVE SPEECH SYSTEMS CORP.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON REMANUFACTURING, INCORPORATED

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

SUNGLAS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VC AVIATION SERVICES, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VC REGIONAL ASSEMBLY & MANUFACTURING, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON AC HOLDINGS CORP.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON CLIMATE CONTROL SYSTEMS LIMITED

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON DOMESTIC HOLDINGS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON FINANCIAL CORPORATION

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON GLOBAL TECHNOLOGIES, INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON GLOBAL TREASURY, INC.

By /s/ Michael P. Lewis

Name: Michael P. Lewis

Title: Assistant Treasurer

VISTEON INTERNATIONAL BUSINESS DEVELOPMENT,
INC.

By /s/ Michael P. Lewis

Name: Michael P. Lewis

Title: Assistant Treasurer

VISTEON LA HOLDINGS CORP.

By /s/ Michael P. Lewis

Name: Michael P. Lewis

Title: Assistant Treasurer

VISTEON SYSTEMS, LLC

By /s/ Michael P. Lewis

Name: Michael P. Lewis

Title: Assistant Treasurer

VISTEON TECHNOLOGIES, LLC

By /s/ Michael P. Lewis

Name: Michael P. Lewis

Title: Assistant Treasurer

TYLER ROAD INVESTMENTS, LLC

By /s/ Michael P. Lewis

Name: Michael P. Lewis

Title: Assistant Treasurer

MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

OASIS HOLDINGS STATUTORY TRUST

By: U.S. Bank National Association (successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity, but solely as trustee

By /s/ Alison D.B. Nadeau
Name: Alison D.B. Nadeau
Title: Vice President

OTHER GRANTORS:

VISTEON ASIA HOLDINGS, INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON AUTOMOTIVE HOLDINGS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON EUROPEAN HOLDINGS CORPORATION

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON HOLDINGS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON INTERNATIONAL HOLDINGS, INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

JPMORGAN CHASE BANK, N.A.
as Administrative Agent, Swingline Lender,
Issuing Bank, and Lender

By /s/ Robert P. Kellas

Name: Robert P. Kellas

Title: Executive Director

SIXTH AMENDMENT TO CREDIT AGREEMENT

SIXTH AMENDMENT TO CREDIT AGREEMENT, dated as of May 13, 2009 (this "Amendment"), among VISTEON CORPORATION, a Delaware corporation (the "Company"), each subsidiary of the Company party hereto as a borrower (together with the Company, each a "Borrower" and, collectively, the "Borrowers"), each other subsidiary of the Company party hereto, FORD MOTOR COMPANY (the "Lender"), as sole Lender and Swingline Lender, and JPMORGAN CHASE BANK, N.A. ("JPMorgan"), as Administrative Agent.

WITNESSETH:

WHEREAS the Borrowers, the Lenders party thereto, and JPMorgan, as Administrative Agent, Issuing Bank and Swingline Lender, have entered into that certain Credit Agreement, dated as of August 14, 2006, as amended, supplemented or modified by that certain First Amendment to Credit Agreement and Consent, dated as of November 27, 2006, that certain Second Amendment to Credit Agreement and Consent, dated as of April 10, 2007, that certain Third Amendment to Credit Agreement, dated as of March 12, 2008, that certain Fourth Amendment and Limited Waiver to Credit Agreement and Amendment to Security Agreement, dated as of March 31, 2009 and that certain Fifth Amendment to Credit Agreement dated as of May 13, 2009 (as so amended, supplemented or modified, the "Credit Agreement"); capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to such terms in the Credit Agreement; and

WHEREAS, the Borrowers, the Lender and the Swingline Lender desire to, and the Lender has directed the Administrative Agent to, amend the Credit Agreement as provided for herein on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I**AMENDMENTS**

Section 1.1 Amendments to Section 1.01. Section 1.01 of the Credit Agreement is hereby amended as follows:

(a) The following new defined terms are hereby inserted in proper alphabetical order:

"Ford" means Ford Motor Company.

"Minimum Liquidity" means the amount of cash and Cash Equivalents belonging to the Borrowers, subject to verification thereof by the Administrative Agent in its discretion with the applicable depository bank.

"Sixth Amendment" means the Sixth Amendment to Credit Agreement dated as of May 13, 2009, among the Borrowers, the Lenders party thereto, and the Administrative Agent.

“Sixth Amendment Effective Date” means the date on which the conditions precedent to the Sixth Amendment are satisfied or duly waived and such amendment becomes effective.

Section 1.2 Amendments to Section 2.03.

(a) Section 2.03 of the Credit Agreement is hereby amended by adding the following paragraph to the end of such Section:

“Notwithstanding anything to the contrary set forth herein, so long as Ford is a Lender, the Borrowers shall have no ability to request, and no Lender shall have any commitment to fund, any Eurodollar Borrowing.”

(b) Section 2.03 of the Credit Agreement is hereby amended to replace clause (c) with the following and to delete the proviso immediately following clause (b):

“(b) in the case of an ABR Borrowing, not later than 10:00 a.m., Detroit time, two (2) days prior to the proposed Borrowing.”

Section 1.3 Amendment Section 5.01(f). Section 5.01(f) of the Credit Agreement is hereby amended in its entirety to read as follows:

“(f) (i) no later than 45 days after the end of each fiscal year of the Company, detailed consolidated projections for the following fiscal year prepared on a quarterly basis (including a projected consolidated balance sheet of the Company and its Subsidiaries, consolidated statements of projected cash flow and projected income and a description of the underlying assumptions applicable thereto), and, as soon as available, significant revisions, if any, of such projections with respect to such fiscal year, setting forth in each case in comparative form the budget figures for the previous year, (ii) each other Thursday, commencing Thursday, May 21, 2009, an updated rolling 13-week cash flow forecast for the Borrowers and each Applicable Foreign Subsidiary reflecting actual balances through Friday of the immediately preceding week (meaning, for example, that the forecast provided on May 21st will reflect actual balances through May 15th); and (iii) the cash flow forecasts and cash position reports to be provided by the Company pursuant to the letter agreement dated March 31, 2009, made between the Company and certain lenders under the Term Loan Facility, as and when those forecast and reports are due under that letter agreement, (collectively, the “Projections”), which Projections shall in each case be accompanied by a certificate of a Financial Officer stating that such Projections are based on estimates, information and assumptions believed by the management of the Company to be reasonable at the time made and that such Financial Officer has no reason to believe that such Projections, taken as a whole, are incorrect or misleading in any material respect, it being acknowledged and agreed by the Agents and the Lenders that (i) such Projections as they relate to future events are not to be considered as fact and that actual results for the period or periods covered by such Projections may differ from the results set forth therein by a material amount, (ii) the Projections are subject to significant uncertainties and contingencies, which may be beyond the control of the Company and its Subsidiaries and (iii) no assurances are given by the Company or any of its Subsidiaries that the results forecasted in the Projections will be realized and such differences may be material. For these purposes, an “Applicable Foreign Subsidiary” is a Foreign Subsidiary with which any one or more of the Borrowers or their Domestic Subsidiaries expects to carry out any transaction that is reflected in a forecast furnished pursuant to clause (ii) of the preceding sentence.”

Section 1.4 Amendment to Section 5.01. Section 5.01 of the Credit Agreement is hereby further amended by adding the word “and” to the end of clause (i), deleting clause (j) and renumbering the existing clause (k) as clause (j).

Section 1.5 Amendment to Section 5.02(h). Section 5.02(h) of the Credit Agreement is hereby amended to read in its entirety as follows:

”(h) the fact that a Borrower has entered into a Swap Agreement or an amendment to a Swap Agreement, together with copies of all agreements evidencing such Swap Agreement or amendments thereto (which shall be delivered within two Business Days, except in the case of foreign exchange hedges, which shall be reported weekly on each Monday);”

Section 1.6 Amendment to Section 6.09. Section 6.09 of the Credit Agreement is hereby amended to read in its entirety as follows:

SECTION 6.09 Transactions with Affiliates. Enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than any Borrower) except for (1) a transaction that is (a) otherwise permitted under this Agreement, (b) in the ordinary course of business of the relevant Group Member, and (c) upon fair and reasonable terms no less favorable to the relevant Group Member than it would obtain in a comparable arm’s length transaction with a Person that is not an Affiliate; (2) collections of accounts receivable owing by third-party account debtors to the Company on behalf of its Foreign Subsidiaries under the LERA program and regularly scheduled payments (but not prepayments) of third-party accounts receivable owing by the Company to Foreign Subsidiaries under the LERA program, each in the ordinary course of business as normally conducted prior to the Sixth Amendment Effective Date; (3) transactions under the European Facility occurring in the ordinary course of business as normally conducted prior to the Sixth Amendment Effective Date, provided that, with respect to the Borrowers, such transactions shall consist solely of the sale of accounts receivable to, and the receipt of payment from, the Securitization Subsidiary; and (4) contractual manufacturing arrangements with any of the Mexican Affiliates in the ordinary course of business of the relevant Group Member, upon fair and reasonable terms no less favorable to the relevant Group Member than it would obtain in a comparable arm’s length transaction with a Person that is not an Affiliate.

Section 1.7 Amendment to Section 6.19(c). Section 6.19(c) of the Credit Agreement is hereby amended to read in its entirety as follows:

”(c) Minimum Cash and Cash Equivalents. The Borrowers will not permit the cash and Cash Equivalents belonging to the Borrowers and held in account number 2331794236 with JPMorgan Chase Bank, N.A. (or such other deposit account or securities account as may from time to time be approved in writing by the Administrative Agent) (the “Designated Collateral Account”), which account shall be a blocked account subject at all times to a Deposit Account Control Agreement or Securities Account Control Agreement (each as defined in the Security Agreement) in favor of and in form and substance satisfactory to the Administrative Agent (which agreement shall provide that the Borrowers may not issue instructions with respect to such account without the consent of the Administrative Agent, at the written direction of the Required Lenders), at any time to be less than the lesser of (A) \$80,000,000 and (B) 50% of the Revolving Exposure at such time as reflected on the Administrative Agent’s records.”

Section 1.8 Amendment to Section 6.19. Section 6.19 of the Credit Agreement is hereby amended by inserting the following subsection at the end of such Section:

“(d) Minimum Liquidity. The Borrowers will not permit the Minimum Liquidity at any time to be less than \$264,000,000.”

Section 1.9 Amendment to Section 6.21. Section 6.21 is hereby amended to read in its entirety as follows:

SECTION 6.21 Deposit Accounts and Securities Accounts. Notwithstanding any other provision of any other Loan Document, including Sections 4.14 and 4.15 of the Security Agreement, in the case of the Borrowers and their Domestic Subsidiaries (i) maintain or hold any cash or Cash Equivalents unless such cash or Cash Equivalents are held in deposit accounts or investment accounts that are subject to Deposit Account Control Agreements or Securities Account Control Agreements (each as defined in the Security Agreement) in favor of and in form and substance satisfactory to the Administrative Agent; provided that the Borrowers and their Domestic Subsidiaries may maintain or hold cash and Cash Equivalents in deposit accounts or investment accounts that are not subject to such control agreements (y) in a total aggregate amount not to exceed \$15,000,000 or (z) in payroll, trust, or tax accounts or in the FX Settlement Accounts (as defined below) in an amount not to exceed the amount held in such accounts in the ordinary course of business consistent with past practice, or (ii) open any securities account without providing prior written notice to the Administrative Agent and entering into a Securities Account Control Agreement in order to give the Administrative Agent Control (as defined in the Security Agreement) of such securities account. For these purposes, the “FX Settlement Accounts” are the deposit accounts maintained by Visteon Global Treasury, Inc. identified on attached Schedule 6.21, but only to the extent that such accounts are used to carry out the settlement of foreign currency exchange transactions in the ordinary course of the Borrowers’ businesses.”

Section 1.10 Amendment to Section 9.01. The following language is hereby added at the end of clause (ii) of Section 9.01(a) of the Credit Agreement:
and with a copy to:

Ford Motor Company
5500 Auto Club Drive
Mail Drop 415-3E462
Dearborn, MI 48126
Attention: William R. Strong
Facsimile No: (313) 206-7044

and:

Ford Motor Company
Office of the General Counsel
1 American Road, Suite 323WHQ
Dearborn, MI 48126
Attention: Daniella Saltz
Facsimile No: (313) 337-3209

and:

Miller Canfield Paddock and Stone PLC
150 West Jefferson, Suite 2500
Detroit, MI 48226
Attention: Stephen LaPlante
Facsimile No: (313) 496-7500

Section 1.11 Amendments to Section 1.03 of the Security Agreement.

(a) The defined term “Dominion Trigger Event” is hereby amended to read in its entirety as follows:

“Dominion Trigger Event” means, from time to time, the giving of written notice to the Borrower Representative by the Administrative Agent that a Dominion Trigger Event has occurred because Minimum Excess Liquidity has been less than \$100,000,000 for five or more consecutive Business Days.

ARTICLE II

CONDITIONS TO CLOSING

Section 2.1 This Amendment shall become effective upon satisfaction of the following conditions:

(a) Administrative Agent has received a fully-executed copy of the Assignment and Assumption Agreement (the “Assignment Agreement”), dated as of May 13, 2009, among Ford, JPMorgan, the other Assignors (as defined in the Assignment Agreement) party thereto and the Administrative Agent, and the Assignment Agreement has become effective in accordance with its terms; and

(b) The Borrowers, the Administrative Agent and the Required Lenders have delivered a duly executed counterpart of this Amendment to the Administrative Agent.

Section 2.2 Within ten (10) days after the effectiveness of this Amendment, Borrower shall deliver to the Administrative Agent a complete and accurate schedule of Investments existing as of the Sixth Amendment Effective Date, which shall be attached to the Agreement as Schedule 6.07(o).

ARTICLE III

MISCELLANEOUS

Section 3.1 Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent or any Lender under the Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrowers to consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents in similar or different circumstances. All references to

the Issuing Bank in the Loan Documents shall continue to refer to JPMorgan. This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof. This Amendment shall constitute an amendment only and shall not constitute a novation with regard to the Credit Agreement or any other Loan Document.

Section 3.2 No Representations by Lenders or Administrative Agent. The Borrowers hereby acknowledge that they have not relied on any representation, written or oral, express or implied, by any Lender or the Administrative Agent, other than those expressly contained herein, in entering into this Amendment.

Section 3.3 Representations of the Borrowers. Each Borrower represents and warrants to the Administrative Agent and the Lenders (except that the Borrowers make no representation (i) as to the continued accuracy of the representation and warranty contained in Section 3.02 of the Credit Agreement and (ii) with respect to the second sentence of Section 3.07 of the Credit Agreement, the Specified Default (as defined in the Fourth Amendment and Limited Waiver)) that (a) the representations and warranties set forth in the Loan Documents (including with respect to this Amendment and the Credit Agreement as amended hereby) are true and correct in all material respects on and as of the date hereof with the same effect as though made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which event such representations and warranties were true and correct in all material respects as of such date, (b) other than the Specified Default ((as defined in the Fourth Amendment and Limited Waiver) no Default or Event of Default has occurred and is continuing, and (c) this Amendment constitutes, and any of the documents required herein will constitute upon execution and delivery, legal, valid, and binding obligations of each Borrower and each of their Subsidiaries party hereto or thereto, each enforceable in accordance with its terms.

Section 3.4 Successors and Assigns. This Amendment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Lenders and the Administrative Agent.

Section 3.5 Headings; Entire Agreement. The headings and captions hereunder are for convenience only and shall not affect the interpretation or construction of this Amendment. This Amendment contains the entire understanding of the parties hereto with regard to the subject matter contained herein and supersedes all previous communications and negotiations with regard to the subject matter hereof. No representation, undertaking, promise, or condition concerning the subject matter hereof shall be binding upon the Administrative Agent or any other Secured Party unless clearly expressed in this Agreement or in the other documents referred to herein. No agreement which is reached herein shall give rise to any claim or cause of action except for breach of the express provisions of a legally binding written agreement.

Section 3.6 Severability. The provisions of this Amendment are intended to be severable. If for any reason any provision of this Amendment shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 3.7 Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 3.8 Costs and Expenses. Subject to the terms set forth in Section 9.03 of the Credit Agreement, the Borrowers agree, jointly and severally, to reimburse the Administrative Agent for reasonable, documented out of pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable documented fees and other reasonable charges and disbursements of one counsel for the Administrative Agent (and such other local and foreign counsel as shall be reasonably required), in connection with this Amendment.

Section 3.9 Governing Law. The whole of this Amendment and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and delivered as of the date first above written.

BORROWERS:

VISTEON CORPORATION

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

ARS, INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

FAIRLANE HOLDINGS, INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

GCM/VISTEON AUTOMOTIVE SYSTEMS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

GCM/VISTEON AUTOMOTIVE LEASING SYSTEMS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

HALLA CLIMATE SYSTEMS ALABAMA CORP.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

INFINITIVE SPEECH SYSTEMS CORP.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON REMANUFACTURING, INCORPORATED

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

SUNGLAS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VC AVIATION SERVICES, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VC REGIONAL ASSEMBLY & MANUFACTURING, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON AC HOLDINGS CORP.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON CLIMATE CONTROL SYSTEMS LIMITED

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON DOMESTIC HOLDINGS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON FINANCIAL CORPORATION

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON GLOBAL TECHNOLOGIES, INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON GLOBAL TREASURY, INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON INTERNATIONAL BUSINESS DEVELOPMENT,
INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON LA HOLDINGS CORP.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON SYSTEMS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON TECHNOLOGIES, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

TYLER ROAD INVESTMENTS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

MIG-VISTEON AUTOMOTIVE SYSTEMS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

OASIS HOLDINGS STATUTORY TRUST

By: U.S. Bank National Association (successor to State Street
Bank and Trust Company of Connecticut, National
Association), not in its individual capacity, but solely as
trustee

By /s/ Alison D.B. Nadeau
Name: Alison D.B. Nadeau
Title: Vice President

OTHER GRANTORS:

VISTEON ASIA HOLDINGS, INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON AUTOMOTIVE HOLDINGS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON EUROPEAN HOLDINGS CORPORATION

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON HOLDINGS, LLC

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

VISTEON INTERNATIONAL HOLDINGS, INC.

By /s/ Michael P. Lewis
Name: Michael P. Lewis
Title: Assistant Treasurer

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By /s/ Robert P. Kellas
Name: Robert P. Kellas
Title: Executive Director

FORD MOTOR COMPANY,
as Lender and Swingline Lender

By /s/ Michael L. Seneski

Name: Michael L. Seneski

Title: Assistant Treasurer