

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

SCHEDULE 13D
(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)**

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

Visteon Corporation
(Name of Issuer)

Common Stock, \$1.00 par value
(Title of Class of Securities)

92839U107
(CUSIP Number)

John C. Nagel
Citadel LLC
131 S. Dearborn Street, 32nd Floor
Chicago, Illinois 60603
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 15, 2010
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page. The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Citadel Securities LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <div>(a) <input type="checkbox"/> F (b) <input type="checkbox"/> S</div>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS WC		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 0 shares	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER See Row 8 above.	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <input type="checkbox"/> See Row 8 above.		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%		
14	TYPE OF REPORTING PERSON OO, BD		

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Citadel Holdings I LP		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <div>(a) <input type="checkbox"/> F (b) <input type="checkbox"/> S</div>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/> F		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 0 shares	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER See Row 8 above.	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <input type="checkbox"/> F See Row 8 above.		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> F		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%		
14	TYPE OF REPORTING PERSON PN, HC		

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Citadel Investment Group II, L.L.C.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <div>(a) <input type="checkbox"/> YES (b) <input type="checkbox"/> NO</div>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 0 shares	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER See Row 8 above.	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <input type="checkbox"/> See Row 8 above.		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%		
14	TYPE OF REPORTING PERSON OO, HC		

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Kenneth Griffin		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <div>(a) <input type="checkbox"/> F (b) <input type="checkbox"/> S</div>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/> F		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 0 shares	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER See Row 8 above.	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <input type="checkbox"/> F See Row 8 above.		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> F		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%		
14	TYPE OF REPORTING PERSON IN, HC		

ITEM 1. SECURITY AND ISSUER

This Amendment No. 1 amends the Schedule 13D filed on May 17, 2010 (the “Original Filing”) by Citadel Securities LLC (“CS”), Citadel Holdings I LP (“CH-I”), Citadel Investment Group II, L.L.C. (“CIG-II”) and Kenneth Griffin (“Griffin” and, collectively with CS, CH-I and CIG-II, the “Reporting Persons”) relating to the Shares of Visteon Corporation. Capitalized terms not defined herein shall have the meaning given to them in the Original Filing.

ITEM 4. PURPOSE OF TRANSACTION

Item 4 of the Original Filing is hereby supplemented by adding the following after the second paragraph thereof:

As disclosed herein, the Reporting Persons beneficially own no Shares of the Issuer. Therefore (and without conceding that the Reporting Persons were ever part of a group with respect to the Shares of the Issuer), the Reporting Persons cannot be party to any group relating to the Issuer. The Reporting Persons do not intend to amend further the Original Filing.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) - (b) As of April 26, 2010, the number of Shares outstanding was 130,320,880 according to the Issuer’s Form 10-Q filed on April 30, 2010. As of the date hereof, the Reporting Persons are the beneficial owners of no Shares. The Reporting Persons have the shared power to vote and shared power to dispose of no Shares.

(c) Except as set forth on Exhibit 99.4 attached hereto, there have been no transactions with respect to the Shares since the Original Filing nor, to the best of each of the Reporting Persons’ knowledge, by any of the persons listed on Exhibit 99.2.

(d) Not applicable.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Item 6 of the Original Filing is hereby supplemented by adding the following after the eighth paragraph thereof:

On May 24, 2010, the Debtors filed with the Bankruptcy Court a Third Amended Joint Plan of Reorganization and a related Third Amended Disclosure Statement pursuant to the Bankruptcy Code.

On June 14, 2010, the Debtors filed with the Bankruptcy Court a Fourth Amended Joint Plan of Reorganization of the Debtors (the “Fourth Amended Plan”) and a related Fourth Amended Disclosure Statement (“Fourth Amended Disclosure Statement”) pursuant to the Bankruptcy Code. The Fourth Amended Plan provides, among other things, that, under the Rights Offering Sub Plan (as defined in the Fourth Amended Plan), except to the extent that a holder of a Term Loan Facility Claim (as defined in the Fourth Amended Plan) agrees to a less favorable treatment, (i) if the creditor class comprised of holders of the Term Loan Facility Claims votes to accept the Fourth Amended Plan, such holders shall be paid in full in cash on the Effective Date (as defined in the Fourth Amended Plan) or as soon as practicable thereafter, or (ii) if the creditor class comprised of holders of the Term Loan Facility Claims does not vote to accept the Fourth Amended Plan, the Issuer shall have the option, subject to the reasonable consent of certain of the Investors, to seek to reinstate certain of the Term Loan Facility Claims. The Fourth Amended Plan also provides, among other things, that, under the Rights Offering Sub Plan (as defined in the Fourth Amended Plan), if the class comprised of holders of Interests (as defined in the Fourth Amended Plan) in the Issuer votes to accept the Fourth Amended Plan, certain holders of Interests in the Issuer shall receive on the Effective Date or as soon as practicable thereafter pro rata portions of (i) warrants to purchase equity in the Reorganized Debtors (as defined in the Fourth Amended Plan), and (ii) 2.0% of the Distributable Equity (as defined in the Fourth Amended Plan), except to the extent that a holder of an Interest in the Issuer agrees to a less favorable treatment. The above summary of the material terms of the Fourth Amended Plan is qualified in its entirety by reference to the text of the Fourth Amended Plan.

On June 15, 2010 by release of the Investors' signature pages thereto, the Issuer and the Investors entered into the First Amendment to the Plan Support Agreement. The First Amendment to the Plan Support Agreement amends the Plan Support Agreement to conform to the Fourth Amended Plan and the Fourth Amended Disclosure Statement.

On June 15, 2010 by release of the Investors' signature pages thereto, the Issuer and the Investors also entered into the First Amendment to the Equity Commitment Agreement. The First Amendment to the Equity Commitment Agreement amends, among other things, (i) Section 7.2(b) of the Equity Commitment Agreement to extend the date by which the Issuer has to use its commercially reasonable efforts to obtain an order confirming a plan of reorganization to October 4, 2010 and (ii) Section 10.1(c) of the Equity Commitment Agreement to extend the date by which the Equity Commitment Agreement and a disclosure statement must be approved by the Bankruptcy Court to June 20, 2010. On June 17, 2010, the Bankruptcy Court approved the Issuer's entry into the Equity Commitment Agreement.

On June 25, 2010, effective as of June 20, 2010, the Issuer and the Investors entered into the Second Amendment to the Equity Commitment Agreement. The Second Amendment to the Equity Commitment Agreement amends (i) Section 7.2(b) of the Equity Commitment Agreement to extend the date by which the Issuer has to use its commercially reasonable efforts to obtain an order approving a disclosure statement to July 2, 2010 and (ii) Section 10.1(c) of the Equity Commitment Agreement to extend the date by which certain Investors may terminate the Equity Commitment Agreement for failure to obtain such order to July 2, 2010.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

The following documents are filed as appendices and exhibits (or incorporated by reference herein):

Exhibit 99.9	Transactions in the Shares effected since the Original Filing
Exhibit 99.10	Third Amended Joint Plan of Reorganization of the Debtors (incorporated herein by reference to Exhibit 99.1 to the Issuer's Current Report on Form 8-K filed on May 27, 2010)
Exhibit 99.11	Fourth Amended Joint Plan of Reorganization of the Debtors (incorporated herein by reference to Exhibit 99.1 to the Issuer's Current Report on Form 8-K filed on June 17, 2010)
Exhibit 99.12	First Amendment to the Plan Support Agreement
Exhibit 99.13	First Amendment to the Equity Commitment Agreement
Exhibit 99.14	Second Amendment to the Equity Commitment Agreement

Signature

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated this 25th day of June, 2010

CITADEL SECURITIES LLC

By: Citadel Holdings I LP,
its Non-Member Manager

By: /s/ John C. Nagel
John C. Nagel, Authorized Signatory

CITADEL HOLDINGS I LP

By: Citadel Investment Group II, L.L.C.,
its General Partner

By: /s/ John C. Nagel
John C. Nagel, Authorized Signatory

CITADEL INVESTMENT GROUP II, L.L.C.

By: /s/ John C. Nagel
John C. Nagel, Authorized Signatory

KENNETH GRIFFIN

By: /s/ John C. Nagel
John C. Nagel, attorney-in-fact*

* John C. Nagel is signing on behalf of Kenneth Griffin as attorney-in-fact pursuant to a power of attorney previously filed with the Securities and Exchange Commission on February 24, 2006, and hereby incorporated by reference herein. The power of attorney was filed as an attachment to a filing by Citadel Limited Partnership on Schedule 13G for Morgans Hotel Group Co.

Transactions in the Shares of Visteon Corporation effected since the Original Filing

For the Account of	Date of Transaction	Nature of Transaction	Number of Shares	Price per Share
Citadel Securities	5/24/2010	Sale	100,000	1.7605
Citadel Securities	5/24/2010	Sale	268,400	1.214
Citadel Securities	5/26/2010	Sale	150,000	1.2417
Citadel Securities	5/28/2010	Sale	50,000	1.489
Citadel Securities	5/28/2010	Sale	350,000	1.5007
Citadel Securities	6/14/2010	Sale	99,600	1.0775
Citadel Securities	6/24/2010	Sale	400	0.661

FIRST AMENDMENT TO THE PLAN SUPPORT AGREEMENT

This First Amendment (this "Amendment"), dated as of June 13, 2010, is made and entered into by and among Visteon Corporation (as debtor-in-possession and a reorganized debtor, as applicable, the "Company"), the other Debtors, and the Consenting Senior Note Holders whose signatures are set forth below (the "Amending Note Holders"). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Plan Support Agreement (as defined below).

WHEREAS, the Debtors and the Amending Note Holders are parties to that certain Plan Support Agreement, dated as of May 6, 2010 (as amended, the "Plan Support Agreement");

WHEREAS, Section 8.5(c) of the Plan Support Agreement provides that the Plan Support Agreement may be amended only in a writing signed by the Debtors and the Requisite Senior Note Holders, subject to the other provisions set forth therein; and

WHEREAS, the Debtors and the Amending Note Holders wish to amend the Plan Support Agreement, and the Amending Note Holders [include all of Requisite Senior Note Holders];

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Plan Support Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Amendments to the Plan Support Agreement. The Plan Support Agreement is hereby amended as follows:

1. Exhibit A to the Plan Support Agreement. Exhibit A to the Plan Support Agreement shall be replaced by the *Fourth Amended Joint Plan of Reorganization of Visteon Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the United States Bankruptcy Code* attached as **Exhibit 1** to this Amendment (the "Amended Plan"). All references to the Amended Plan contained in the Plan Support Agreement shall refer to the Amended Plan attached to this Amendment.

2. Exhibit B to the Plan Support Agreement. Exhibit B to the Plan Support Agreement shall be replaced by the *Fourth Amended Disclosure Statement for the Fourth Amended Joint Plan of Reorganization of Visteon Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the United States Bankruptcy Code* attached as **Exhibit 2** to this Amendment (the "Disclosure Statement"). All references to the Disclosure Statement contained in the Plan Support Agreement shall refer to the Disclosure Statement attached to this Amendment.

3. Section 7.1(c)(2). Section 7.1(c)(2) of the Plan Support Agreement shall be amended to the following: "the Debtors have not filed the Amended Plan and the Disclosure Statement with the Bankruptcy Court on or before June 15, 2010, or such later date as may be agreed to by the Requisite Senior Note Holders."

B. Miscellaneous. This Amendment and the Plan Support Agreement, together, contain the complete agreement among the parties hereto and thereto and supersede any prior understandings, agreements, letters of intent, or representations by or among such parties, written or oral, that may have related to the subject matter hereof in any way. Except as specifically amended hereby, the Plan Support Agreement, as amended hereby, shall remain in full force and effect. The terms and provisions of Sections 8.1, 8.3, 8.4, 8.5, the first paragraph of Section 8.7, 8.11 and 8.12 of the Plan Support Agreement are incorporated herein by reference as if set forth herein in their entirety and shall apply *mutatis mutandis* to this Amendment.

* * * * *

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed as of the date first written above.

VISTEON CORPORATION
(on behalf of itself and its Debtor affiliates)

By: _____
Name:
Title:

[First Amendment to the Plan Support Agreement — Debtors Signature Page]

CONSENTING SENIOR NOTE HOLDER

**CQS Directional Opportunities
Master Fund Limited**

By: _____
Name:
Title:

[First Amendment to the Plan Support Agreement — Consenting Senior Note Holder Signature Page]

CONSENTING SENIOR NOTE HOLDER

Kivu Investment Fund Limited

By: _____

Name:

Title:

[First Amendment to the Plan Support Agreement — Consenting Senior Note Holder Signature Page]

CONSENTING SENIOR NOTE HOLDER

Deutsche Bank Securities Inc.

(solely with respect to the
Distressed Products Group)

By:

Name:

Title:

[First Amendment to the Plan Support Agreement — Consenting Senior Note Holder Signature Page]

CONSENTING SENIOR NOTE HOLDER

Elliot International L.P.

By: Elliot International Capital Advisors Inc.
as Attorney-in-Fact

By: _____
Name:
Title:

[First Amendment to the Plan Support Agreement — Consenting Senior Note Holder Signature Page]

CONSENTING SENIOR NOTE HOLDER

The Liverpool Limited Partnership

By: Liverpool Associates, Ltd.
as General Partner

By: _____
Name:
Title:

[First Amendment to the Plan Support Agreement — Consenting Senior Note Holder Signature Page]

CONSENTING SENIOR NOTE HOLDER

Goldman, Sachs & Co.

(solely with respect to the High
Yield Distressed Investing Group)

By:

Name:

Title:

[First Amendment to the Plan Support Agreement — Consenting Senior Note Holder Signature Page]

CONSENTING SENIOR NOTE HOLDER

Monarch Alternative Capital LP
(held through DTC 0005 Goldman)

By: _____
Name:
Title:

[First Amendment to the Plan Support Agreement — Consenting Senior Note Holder Signature Page]

CONSENTING SENIOR NOTE HOLDER

Oak Hill Advisors, L.P.

on behalf of certain private funds and
separate accounts that it manages

By: _____

Name:

Title:

[First Amendment to the Plan Support Agreement — Consenting Senior Note Holder Signature Page]

CONSENTING SENIOR NOTE HOLDER

Sola Ltd

By:

Name:

Title:

[First Amendment to the Plan Support Agreement — Consenting Senior Note Holder Signature Page]

CONSENTING SENIOR NOTE HOLDER

**UBS SECURITIES LLC (solely with respect to
the Distressed Debt Trading Group)**

By: _____
Name:
Title:

By: _____
Name:
Title:

[First Amendment to the Plan Support Agreement — Consenting Senior Note Holder Signature Page]

FIRST AMENDMENT TO THE EQUITY COMMITMENT AGREEMENT

This First Amendment (this “Amendment”), dated as of June 13, 2010, is made and entered into by and among Visteon Corporation (as debtor-in-possession and a reorganized debtor, as applicable, the “Company”) and the Investors whose signatures are set forth below (the “Amending Investors”). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Equity Commitment Agreement (as defined below).

WHEREAS, the Company and the Amending Investors are parties to that certain Equity Commitment Agreement, dated as of May 6, 2010 (as amended, the “Equity Commitment Agreement”);

WHEREAS, Section 11.7 of the Equity Commitment Agreement provides, among other things, that the Equity Commitment Agreement may be amended only in a writing signed by the Company and all of the Lead Investors, subject to the other provisions set forth in the Equity Commitment Agreement; and

WHEREAS, the Company and the Amending Investors wish to amend the Equity Commitment Agreement, and the Amending Investors include all of the Lead Investors;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Equity Commitment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Amendments to the Equity Commitment Agreement. The Equity Commitment Agreement is hereby amended as follows:

1. Exhibit B to the Equity Commitment Agreement. Exhibit B attached to the Equity Commitment Agreement shall be replaced by the disclosure statement for the Plan, including any exhibits and schedules thereto, that is attached as Exhibit I to this Amendment.

2. Exhibit C to the Equity Commitment Agreement. Exhibit C attached to the Equity Commitment Agreement shall be replaced by the chapter 11 plan of reorganization, including all exhibits, schedules and annexes, attached as Exhibit II to this Amendment.

3. Exhibit G to the Equity Commitment Agreement. Exhibit G attached to the Equity Commitment Agreement shall be replaced by the post-Effective Date management equity incentive program as set forth on Exhibit III to this Amendment.

4. Exhibit J to the Equity Commitment Agreement. Exhibit J attached to the Equity Commitment Agreement shall be replaced by the procedures for conducting the Rights Offering attached as Exhibit IV to this Agreement.

5. Preamble. The Preamble of the Equity Commitment Agreement shall be amended by deleting the phrase “(this “Agreement”)” and replacing it with the phrase “(as amended, modified, or waived from time to time in accordance with the terms herewith, this “Agreement”)”.

6. Definitions. The following definition shall be added between the definition of “Equity Commitment” and the definition of “Event”:

““Old Equity Warrants” has the meaning ascribed to such term in the Plan.”.

7. Section 5.4(a) — Capitalization Representation. Section 5.4(a) of the Equity Commitment Agreement shall be amended as follows:

(a) In clause (i) of Section 5.4(a), the phrase “forty-nine million three hundred eleven thousand six hundred sixty-seven (49,311,667)” shall be deleted and replaced with the phrase “[fifty million two hundred seventy-six thousand five hundred seventy-nine (50,276,579)]”;

(b) In clause (iii) of Section 5.4(a), the phrase “ and the Old Equity Warrants” shall be inserted immediately following the phrase “other than the 12.25% Warrants”;

(c) In clause (v) of Section 5.4(a), the phrase “three million eight hundred eighty-eight thousand eight hundred eighty-nine (3,888,889)” shall be deleted and replaced with the phrase “[two million five hundred seventy-nine thousand six hundred seventy-two (2,579,672)]”; and

(d) In clause (vi) of Section 5.4(a), the phrase “ and the Old Equity Warrants” shall be inserted immediately following the phrase “of the 12.25% Warrants”.

8. Section 7.2(b) — Milestone Date. Clause (vi) of Section 7.2(b) of the Equity Commitment Agreement shall be amended by deleting the phrase “September 3, 2010” and replacing it with the phrase “October 4, 2010”.

9. Section 10.1(c) — Milestone Dates. Section 10.1(c) of the Equity Commitment Agreement shall be amended as follows:

(a) In clause (i) of Section 10.1(c), the phrase “the date that is thirty (30) days after the date hereof” shall be deleted and replaced with the phrase “June 20, 2010”; and

(b) In clause (ii) of Section 10.1(c), the phrase “the date that is thirty (30) days after the date hereof” shall be deleted and replaced with the phrase “June 20, 2010”.

B. Miscellaneous. This Amendment and the Equity Commitment Agreement, together, contain the complete agreement among the parties hereto and thereto and supersede any prior understandings, agreements, letters of intent, or representations by or among such parties, written or oral, that may have related to the subject matter hereof in any way. Except as specifically amended hereby, the Equity Commitment Agreement, as amended hereby, shall remain in full force and effect. The terms and provisions of Sections 11.1 through 11.8 and 11.10 of the Equity Commitment Agreement are incorporated herein by reference as if set forth herein in their entirety and shall apply *mutatis mutandis* to this Amendment.

* * * * *

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed as of the date first written above.

VISTEON CORPORATION

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Company Signature Page]

CQS CONVERTIBLE AND QUANTITATIVE
STRATEGIES MASTER FUND LIMITED

By:

Name:

Title: Authorized Signatory

[First Amendment to the Equity Commitment Agreement — Lead Investor Signature Page]

CQS DIRECTIONAL OPPORTUNITIES
MASTER FUND LIMITED

By:

Name:

Title: Authorized Signatory

[First Amendment to the Equity Commitment Agreement — Lead Investor Signature Page]

DEUTSCHE BANK SECURITIES INC.
(Solely with Respect to the Distressed Products Group)

By: _____
Name:
Title:

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Lead Investor Signature Page]

ELLIOTT INTERNATIONAL, L.P.

By: Elliott International Capital Advisors Inc., as
Attorney-in-Fact

By: _____
Name: Elliot Greenberg
Title: Vice President

[First Amendment to the Equity Commitment Agreement — Lead Investor Signature Page]

GOLDMAN, SACHS & CO.,
solely with respect to the
High Yield Distressed Investing Group

By:

Name:

Title:

[First Amendment to the Equity Commitment Agreement — Lead Investor Signature Page]

KIVU INVESTMENT FUND LIMITED

By:

Name:

Title: Authorized Signatory

[First Amendment to the Equity Commitment Agreement — Lead Investor Signature Page]

MONARCH MASTER FUNDING LTD

By: MONARCH ALTERNATIVE CAPITAL
LP, its investment advisor

By: _____
Name: Christopher Santana
Title: Managing Principal

[First Amendment to the Equity Commitment Agreement — Lead Investor Signature Page]

OAK HILL ADVISORS, L.P., on behalf of
certain private funds and separate accounts
that it manages

By:

Name:

Title:

[First Amendment to the Equity Commitment Agreement — Lead Investor Signature Page]

SOLUS ALTERNATIVE ASSET
MANAGEMENT LP, as investment advisor to its
private funds

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Lead Investor Signature Page]

THE LIVERPOOL LIMITED PARTNERSHIP

By: Liverpool Associates, Ltd., as General
Partner

By:

Name: Elliot Greenberg
Title: Vice President

[First Amendment to the Equity Commitment Agreement — Lead Investor Signature Page]

ALDEN GLOBAL DISTRESSED
OPPORTUNITIES FUND, L.P.

By: Alden Global Distressed Opportunities Fund
GP, LLC, its general partner

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

ALLEN ARBITRAGE, L.P.

By:

Name: Tal Gurion

Title: Managing Director of Investment Manager

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

ALLEN ARBITRAGE OFFSHORE

By:

Name: Tal Gurion

Title: Managing Director of Investment Manager

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

ARMORY MASTER FUND LTD.

By: Armory Advisors LLC, its Investment
Manager

By:

Name: Jay Burnham
Title: Manager

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CAPITAL VENTURES INTERNATIONAL

By: Susquehanna Advisors Group, Inc.,
its authorized agent

By:

Name:

Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CASPIAN CAPITAL PARTNERS, L.P.

By: Mariner Investment Group, as Investment
Advisor

By:

Name: David Corleto
Title: Principal

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CASPIAN SELECT CREDIT MASTER FUND, LTD.

By: Mariner Investment Group, as Investment
Advisor

By:

Name: David Corleto
Title: Principal

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CITADEL SECURITIES LLC

By: _____

Name:

Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CSS, LLC

By:

Name: Jerry White
Title: Partner

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CUMBERLAND PARTNERS

By: CUMBERLAND GP LLC, its General
Partner

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CUMBERLAND BENCHMARKED PARTNERS, L.P.

By: CUMBERLAND BENCHMARKED GP
LLC, its General Partner

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

LONGVIEW PARTNERS B, L.P.

By: LONGVIEW B GP LLC, its General Partner

By:

Name:

Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CUMBER INTERNATIONAL S.A.

By: CUMBERLAND ASSOCIATES LLC, as
Investment Adviser

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CYRUS EUROPE MASTER FUND LTD.

By: Cyrus Capital Partners, L.P. as Investment
Manager

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CYRUS SELECT OPPORTUNITIES
MASTER FUND, LTD.

By: Cyrus Capital Partners, LP as Investment Manager

By:

Name:

Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CRESCENT 1 L.P.

By: Cyrus Capital Partners, L.P. as Investment Manager

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CRS FUND LTD.

By: Cyrus Capital Partners, L.P. as Investment Manager

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

CYRUS OPPORTUNITIES MASTER
FUND II, LTD.

By: Cyrus Capital Partners, L.P. as Investment Manager

By:

Name:

Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

HALBIS DISTRESSED OPPORTUNITIES MASTER FUND, LTD.

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

MARINER LDC

By: Mariner Investment Group, as Investment Advisor

By:

Name: David Corleto

Title: Principal

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

MARINER LDC

By: Riva Ridge Capital Management LP,
as Investment Manager

By: Riva Ridge GP LLC, GP to the Investment Manager

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

MERCED PARTNERS LIMITED PARTNERSHIP

By: Global Capital Management, Inc., General Partner

By:

Name: Thomas G. Rock

Title: Authorized Representative

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

MERCED PARTNERS II, L.P.

By: Lydiard Partners, L.P., General Partner

By: Tanglewood Capital Management, Inc.,
General Partner

By: _____
Name: Thomas G. Rock
Title: Authorized Representative

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

NEWFINANCE ALDEN SPV

By: Alden Global Capital, its Trading Advisor

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

QVT FUND LP

By: QVT Associates GP LLC, its general partner

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

QUINTESSENCE FUND L.P.

By: QVT Associates GP LLC, its general partner

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

RIVA RIDGE MASTER FUND, LTD.

By: Riva Ridge Capital Management LP,
as Investment Manager

By: Riva Ridge GP LLC, GP to the Investment Manager

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

SENECA CAPITAL, L.P.

By:

Name: Mike Anastasio
Title: CFO

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

SILVER POINT CAPITAL, L.P. on behalf of its affiliates and related funds

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

SPECTRUM INVESTMENT PARTNERS, L.P.

By: Spectrum Group Management LLC, its general partner

By:

Name: Jeffrey A. Schaffer

Title: Managing Member

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

SIPI MASTER LTD.

By: Spectrum Investment Management LLC,
its investment manager

By:

Name: Jeffrey A. Schaffer
Title: Managing Member

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

STARK CRITERION MASTER FUND LTD.

By: Stark Criterion Management LLC
Its: Investment Manager

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

STARK MASTER FUND LTD.

By: Stark Offshore Management LLC
Its: Investment Manager

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

THE SEAPORT GROUP LLC PROFIT SHARING PLAN

By: Armory Advisors LLC, its Investment Advisor

By: _____
Name: Jay Burnham
Title: Manager

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

UBS SECURITIES LLC (solely with respect to the Distressed Debt Trading Group)

By: _____
Name:
Title:

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

VENOR CAPITAL MASTER FUND LTD.

By:

Name: Michael Wartell

Title: Authorized Signatory

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

WHITEBOX HEDGED HIGH YIELD PARTNERS, L.P.

By: Whitebox Hedged High Yield Advisors, LLC, its General
Partner

By: Whitebox Advisors, LLC, its Managing Member

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

WHITEBOX COMBINED PARTNERS, L.P.

By: Whitebox Combined Advisors, LLC, its General Partner

By: Whitebox Advisors, LLC, its Managing Member

By: _____
Name:
Title:

[First Amendment to the Equity Commitment Agreement — Co-Investor Signature Page]

SECOND AMENDMENT TO THE EQUITY COMMITMENT AGREEMENT

This Second Amendment (this "Amendment"), dated as of June 25, 2010 and affective as of June 20, 2010, is made and entered into by and among Visteon Corporation (as debtor-in-possession and a reorganized debtor, as applicable, the "Company") and the Investors whose signatures are set forth below (the "Amending Investors"). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Equity Commitment Agreement (as defined below).

WHEREAS, the Company and the Amending Investors are parties to that certain Equity Commitment Agreement, dated as of May 6, 2010 (as amended by that certain First Amendment to the Equity Commitment Agreement, dated as of June 13, 2010, the "Equity Commitment Agreement");

WHEREAS, Section 11.7 of the Equity Commitment Agreement provides, among other things, that the Equity Commitment Agreement may be amended only in a writing signed by the Company and all of the Lead Investors, subject to the other provisions set forth in the Equity Commitment Agreement; and

WHEREAS, the Company and the Amending Investors wish to amend the Equity Commitment Agreement, and the Amending Investors include all of the Lead Investors;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Equity Commitment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Amendments to the Equity Commitment Agreement. The Equity Commitment Agreement is hereby amended as follows:

1. Section 7.2(b) - Milestone Date. Clause (iv) of Section 7.2(b) of the Equity Commitment Agreement shall be amended by deleting the phrase "June 20, 2010" and replacing it with the phrase "July 2, 2010".

2. Section 10.1(c) - Milestone Date. Clause (ii) of Section 10.1(c) of the Equity Commitment Agreement shall be amended by deleting the phrase "June 20, 2010" and replacing it with the phrase "July 2, 2010".

B. Miscellaneous. This Amendment and the Equity Commitment Agreement, together, contain the complete agreement among the parties hereto and thereto and supersede any prior understandings, agreements, letters of intent, or representations by or among such parties, written or oral, that may have related to the subject matter hereof in any way. Except as specifically amended hereby, the Equity Commitment Agreement, as amended hereby, shall remain in full force and effect. The terms and provisions of Sections 11.1 through 11.8 and 11.10 of the Equity Commitment Agreement are incorporated herein by reference as if set forth herein in their entirety and shall apply *mutatis mutandis* to this Amendment.

* * * * *

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed as of the date first written above.

VISTEON CORPORATION

By: _____
Name:
Title:

[*Second Amendment to the Equity Commitment Agreement – Company Signature Page*]

CQS CONVERTIBLE AND QUANTITATIVE STRATEGIES MASTER FUND LIMITED

By: _____

Name:

Title: Authorized Signatory

[Second Amendment to the Equity Commitment Agreement – Lead Investor Signature Page]

CQS DIRECTIONAL OPPORTUNITIES MASTER FUND LIMITED

By: _____

Name:

Title: Authorized Signatory

[Second Amendment to the Equity Commitment Agreement – Lead Investor Signature Page]

DEUTSCHE BANK SECURITIES INC.
(Solely with Respect to the Distressed Products Group)

By: _____
Name:
Title:

By: _____
Name:
Title:

[Second Amendment to the Equity Commitment Agreement – Lead Investor Signature Page]

ELLIOTT INTERNATIONAL, L.P.

By: Elliott International Capital Advisors Inc., as Attorney-in-Fact

By: _____
Name: Elliot Greenberg
Title: Vice President

[Second Amendment to the Equity Commitment Agreement – Lead Investor Signature Page]

GOLDMAN, SACHS & CO.,
solely with respect to the
High Yield Distressed Investing Group

By: _____
Name:
Title:

[Second Amendment to the Equity Commitment Agreement – Lead Investor Signature Page]

KIVU INVESTMENT FUND LIMITED

By: _____

Name:

Title: Authorized Signatory

[Second Amendment to the Equity Commitment Agreement – Lead Investor Signature Page]

MONARCH MASTER FUNDING LTD

By: MONARCH ALTERNATIVE CAPITAL LP, its investment advisor

By: _____

Name: Christopher Santana

Title: Managing Principal

[Second Amendment to the Equity Commitment Agreement – Lead Investor Signature Page]

OAK HILL ADVISORS, L.P., on behalf of
certain private funds and separate accounts
that it manages

By: _____
Name:
Title:

[Second Amendment to the Equity Commitment Agreement – Lead Investor Signature Page]

SOLUS ALTERNATIVE ASSET MANAGEMENT LP, as investment advisor to its private funds

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Lead Investor Signature Page]

THE LIVERPOOL LIMITED PARTNERSHIP

By: Liverpool Associates, Ltd., as General Partner

By: _____
Name: Elliot Greenberg
Title: Vice President

[Second Amendment to the Equity Commitment Agreement – Lead Investor Signature Page]

ALDEN GLOBAL DISTRESSED OPPORTUNITIES FUND, L.P.

By: Alden Global Distressed Opportunities Fund GP, LLC, its general partner

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

ALLEN ARBITRAGE, L.P.

By: _____

Name: Tal Gurion

Title: Managing Director of Investment Manager

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

ALLEN ARBITRAGE OFFSHORE

By: _____

Name: Tal Gurion

Title: Managing Director of Investment Manager

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

ARMORY MASTER FUND LTD.

By: Armory Advisors LLC, its Investment Manager

By: _____

Name: Jay Burnham

Title: Manager

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CAPITAL VENTURES INTERNATIONAL

By: Susquehanna Advisors Group, Inc.,
its authorized agent

By: _____
Name:
Title:

[*Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page*]

CASPIAN CAPITAL PARTNERS, L.P.

By: Mariner Investment Group, as Investment Advisor

By: _____

Name: David Corleto

Title: Principal

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CASPIAN SELECT CREDIT MASTER FUND, LTD.

By: Mariner Investment Group, as Investment Advisor

By: _____

Name: David Corleto

Title: Principal

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CITADEL SECURITIES LLC

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CSS, LLC

By: _____

Name: Jerry White

Title: Partner

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CUMBERLAND PARTNERS

By: CUMBERLAND GP LLC, its General Partner

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CUMBERLAND BENCHMARKED PARTNERS, L.P.

By: CUMBERLAND BENCHMARKED GP LLC, its General Partner

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

LONGVIEW PARTNERS B, L.P.

By: LONGVIEW B GP LLC, its General Partner

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CUMBER INTERNATIONAL S.A.

By: CUMBERLAND ASSOCIATES LLC, as Investment Adviser

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CYRUS EUROPE MASTER FUND LTD.

By: Cyrus Capital Partners, L.P. as Investment Manager

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CYRUS SELECT OPPORTUNITIES
MASTER FUND, LTD.

By: Cyrus Capital Partners, LP as Investment Manager

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CRESCENT 1 L.P.

By: Cyrus Capital Partners, L.P. as Investment Manager

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CRS FUND LTD.

By: Cyrus Capital Partners, L.P. as Investment Manager

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

CYRUS OPPORTUNITIES MASTER
FUND II, LTD.

By: Cyrus Capital Partners, L.P. as Investment Manager

By:

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

HALBIS DISTRESSED OPPORTUNITIES MASTER FUND, LTD.

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

MARINER LDC

By: Mariner Investment Group, as Investment Advisor

By: _____

Name: David Corleto

Title: Principal

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

MARINER LDC

By: Riva Ridge Capital Management LP,
as Investment Manager

By: Riva Ridge GP LLC, GP to the Investment Manager

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

MERCED PARTNERS LIMITED PARTNERSHIP

By: Global Capital Management, Inc., General Partner

By: _____

Name: Thomas G. Rock

Title: Authorized Representative

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

MERCED PARTNERS II, L.P.

By: Lydiard Partners, L.P., General Partner

By: Tanglewood Capital Management, Inc.,
General Partner

By: _____

Name: Thomas G. Rock

Title: Authorized Representative

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

NEWFINANCE ALDEN SPV

By: Alden Global Capital, its Trading Advisor

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

QVT FUND LP

By: QVT Associates GP LLC, its general partner

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

QUINTESSENCE FUND L.P.

By: QVT Associates GP LLC, its general partner

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

RIVA RIDGE MASTER FUND, LTD.

By: Riva Ridge Capital Management LP,
as Investment Manager

By: Riva Ridge GP LLC, GP to the Investment Manager

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

SENECA CAPITAL, L.P.

By: _____

Name: Mike Anastasio

Title: CFO

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

SILVER POINT CAPITAL, L.P. on behalf of its affiliates and related funds

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

SPECTRUM INVESTMENT PARTNERS, L.P.

By: Spectrum Group Management LLC, its general partner

By: _____

Name: Jeffrey A. Schaffer

Title: Managing Member

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

SIPI MASTER LTD.

By: Spectrum Investment Management LLC,
its investment manager

By: _____
Name: Jeffrey A. Schaffer
Title: Managing Member

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

STARK CRITERION MASTER FUND LTD.

By: Stark Criterion Management LLC

Its: Investment Manager

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

STARK MASTER FUND LTD.

By: Stark Offshore Management LLC
Its: Investment Manager

By: _____
Name:
Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

THE SEAPORT GROUP LLC PROFIT SHARING PLAN

By: Armory Advisors LLC, its Investment Advisor

By: _____

Name: Jay Burnham

Title: Manager

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

UBS Securities LLC

By: _____

Name:

Title:

UBS Securities LLC

By: _____

Name:

Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

VENOR CAPITAL MASTER FUND LTD.

By: _____

Name: Michael Wartell

Title: Authorized Signatory

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

WHITEBOX HEDGED HIGH YIELD PARTNERS, L.P.

By: Whitebox Hedged High Yield Advisors, LLC, its General Partner

By: Whitebox Advisors, LLC, its Managing Member

By: _____
Name:
Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]

WHITEBOX COMBINED PARTNERS, L.P.

By: Whitebox Combined Advisors, LLC, its General Partner

By: Whitebox Advisors, LLC, its Managing Member

By: _____
Name:
Title:

[Second Amendment to the Equity Commitment Agreement – Co-Investor Signature Page]
