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**SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**SCHEDULE 13D/A**

**(Rule 13d-101)**

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO §240.13-d-1(a)  
AND AMENDMENTS THERETO FILED PURSUANT TO §240.13-d-2(a)  
(Amendment No. 5)\***

**Visteon Corporation**

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(Name of Issuer)

Common Stock, \$1.00 par value

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(Title of Class of Securities)

92839U107

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(CUSIP Number)

Shulamit Leviant, Esq.  
c/o Davidson Kempner Partners  
New York, New York, 10022  
(212) 446-4053

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(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications)

Copies to:  
Martin J. Bienenstock  
Timothy Q. Karcher  
Philip Abelson  
Dewey & LeBoeuf LLP  
1301 Avenue of the Americas  
New York, NY 10019  
(212) 259-8000

August 9, 2010

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(Date of Event which Requires Filing of this Statement)

\* 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*).

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 §§. 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. o

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* §240.13d-7 for other parties to whom copies are to be sent.

(Continued on following pages)

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<b>1</b>	NAMES OF REPORTING PERSONS  Davidson Kempner Partners		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  WC		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  New York		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		<b>7</b>	SOLE VOTING POWER  0
		<b>8</b>	SHARED VOTING POWER  577,500
		<b>9</b>	SOLE DISPOSITIVE POWER  0
		<b>10</b>	SHARED DISPOSITIVE POWER  577,500
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  577,500		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.44% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  PN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Davidson Kempner Institutional Partners, L.P.		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  WC		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0	
	<b>8</b>	SHARED VOTING POWER  1,212,750	
	<b>9</b>	SOLE DISPOSITIVE POWER  0	
	<b>10</b>	SHARED DISPOSITIVE POWER  1,212,750	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,212,750		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.93% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  PN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS M.H. Davidson & Co.		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION New York		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 0	
	<b>8</b>	SHARED VOTING POWER 103,945	
	<b>9</b>	SOLE DISPOSITIVE POWER 0	
	<b>10</b>	SHARED DISPOSITIVE POWER 103,945	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 103,945		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.08% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Davidson Kempner International, Ltd.		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  WC		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0	
	<b>8</b>	SHARED VOTING POWER  1,351,350	
	<b>9</b>	SOLE DISPOSITIVE POWER  0	
	<b>10</b>	SHARED DISPOSITIVE POWER  1,351,350	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,351,350		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.04% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Davidson Kempner Distressed Opportunities Fund LP		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  WC		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0	
	<b>8</b>	SHARED VOTING POWER  2,644,952	
	<b>9</b>	SOLE DISPOSITIVE POWER  0	
	<b>10</b>	SHARED DISPOSITIVE POWER  2,644,952	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  2,644,952		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  2.03% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  PN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Davidson Kempner Distressed Opportunities International Ltd.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  WC	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  5,659,503
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  5,659,503
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,659,503	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  4.35% <sup>1</sup>	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO	

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.



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<b>1</b>	NAMES OF REPORTING PERSONS MHD Management Co.		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION New York		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 0	
	<b>8</b>	SHARED VOTING POWER 577,500	
	<b>9</b>	SOLE DISPOSITIVE POWER 0	
	<b>10</b>	SHARED DISPOSITIVE POWER 577,500	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 577,500		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.44% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  MHD Management Co. GP, L.L.C.		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0	
	<b>8</b>	SHARED VOTING POWER  577,500	
	<b>9</b>	SOLE DISPOSITIVE POWER  0	
	<b>10</b>	SHARED DISPOSITIVE POWER  577,500	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  577,500		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.44% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  M.H. Davidson & Co. GP, L.L.C.		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0	
	<b>8</b>	SHARED VOTING POWER  103,945	
	<b>9</b>	SOLE DISPOSITIVE POWER  0	
	<b>10</b>	SHARED DISPOSITIVE POWER  103,945	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  103,945		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.08% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Davidson Kempner Advisers Inc.		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  New York		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		<b>7</b>	SOLE VOTING POWER  0
		<b>8</b>	SHARED VOTING POWER  1,212,750
		<b>9</b>	SOLE DISPOSITIVE POWER  0
		<b>10</b>	SHARED DISPOSITIVE POWER  1,212,750
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,212,750		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.93% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IA		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Davidson Kempner International Advisors, L.L.C.		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0	
	<b>8</b>	SHARED VOTING POWER  1,351,350	
	<b>9</b>	SOLE DISPOSITIVE POWER  0	
	<b>10</b>	SHARED DISPOSITIVE POWER  1,351,350	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,351,350		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.04% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  DK Group LLC		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0	
	<b>8</b>	SHARED VOTING POWER  2,644,952	
	<b>9</b>	SOLE DISPOSITIVE POWER  0	
	<b>10</b>	SHARED DISPOSITIVE POWER  2,644,952	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  2,644,952		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  2.03% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  DK Management Partners LP		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0	
	<b>8</b>	SHARED VOTING POWER  5,659,503	
	<b>9</b>	SOLE DISPOSITIVE POWER  0	
	<b>10</b>	SHARED DISPOSITIVE POWER  5,659,503	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,659,503		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  4.35% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  PN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  DK Stillwater GP LLC		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0	
	<b>8</b>	SHARED VOTING POWER  5,659,503	
	<b>9</b>	SOLE DISPOSITIVE POWER  0	
	<b>10</b>	SHARED DISPOSITIVE POWER  5,659,503	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,659,503		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  4.35% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.



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<b>1</b>	NAMES OF REPORTING PERSONS  Thomas L. Kempner, Jr.		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		<b>7</b>	SOLE VOTING POWER  0
		<b>8</b>	SHARED VOTING POWER  11,550,000
		<b>9</b>	SOLE DISPOSITIVE POWER  0
		<b>10</b>	SHARED DISPOSITIVE POWER  11,550,000
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  11,550,000		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.87% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Stephen M. Dowicz	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  11,550,000
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  11,550,000
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  11,550,000	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.87% <sup>1</sup>	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN	

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Scott E. Davidson	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  11,550,000
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  11,550,000
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  11,550,000	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.87% <sup>1</sup>	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN	

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Timothy I. Levart		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America and the United Kingdom		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		<b>7</b>	SOLE VOTING POWER  0
		<b>8</b>	SHARED VOTING POWER  11,550,000
		<b>9</b>	SOLE DISPOSITIVE POWER  0
		<b>10</b>	SHARED DISPOSITIVE POWER  11,550,000
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  11,550,000		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.87% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

1	NAMES OF REPORTING PERSONS  Robert J. Brivio, Jr.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0	
	8	SHARED VOTING POWER  11,550,000	
	9	SOLE DISPOSITIVE POWER  0	
	10	SHARED DISPOSITIVE POWER  11,550,000	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  11,550,000		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.87% <sup>1</sup>		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Eric P. Epstein		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		<b>7</b>	SOLE VOTING POWER  0
		<b>8</b>	SHARED VOTING POWER  11,550,000
		<b>9</b>	SOLE DISPOSITIVE POWER  0
		<b>10</b>	SHARED DISPOSITIVE POWER  11,550,000
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  11,550,000		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.87% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Anthony A. Yoseloff	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  11,550,000
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  11,550,000
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  11,550,000	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.87% <sup>1</sup>	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN	

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Avram Z. Friedman	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  11,550,000
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  11,550,000
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  11,550,000	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.87% <sup>1</sup>	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN	

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.



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<b>1</b>	NAMES OF REPORTING PERSONS  Conor Bastable	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  11,550,000
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  11,550,000
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  11,550,000	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.87% <sup>1</sup>	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN	

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS Brigade Capital Management, LLC		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 0	
	<b>8</b>	SHARED VOTING POWER 3,350,000	
	<b>9</b>	SOLE DISPOSITIVE POWER 0	
	<b>10</b>	SHARED DISPOSITIVE POWER 3,350,000	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,350,000		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.57% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IA		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Brigade Leveraged Capital Structures Fund Ltd.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  WC	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  3,350,000
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  3,350,000
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  3,350,000	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  2.57% <sup>1</sup>	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO	

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Donald E. Morgan, III		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  AF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0	
	<b>8</b>	SHARED VOTING POWER  3,350,000	
	<b>9</b>	SOLE DISPOSITIVE POWER  0	
	<b>10</b>	SHARED DISPOSITIVE POWER  3,350,000	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  3,350,000		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  2.57% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Plainfield Asset Management LLC		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0	
	<b>8</b>	SHARED VOTING POWER  2,012,375	
	<b>9</b>	SOLE DISPOSITIVE POWER  0	
	<b>10</b>	SHARED DISPOSITIVE POWER  2,012,375	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  2,012,375		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.55% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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<b>1</b>	NAMES OF REPORTING PERSONS  Plainfield OC Master Fund Limited	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  225,625
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  225,625
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  225,625	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.17% <sup>1</sup>	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO	

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.



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<b>1</b>	NAMES OF REPORTING PERSONS  Plainfield Special Situations Master Fund II Limited	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  1,786,750
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  1,786,750
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,786,750	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.37% <sup>1</sup>	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO	

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.



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<b>1</b>	NAMES OF REPORTING PERSONS  Max Holmes		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO and PF		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		<b>7</b>	SOLE VOTING POWER  2,626
		<b>8</b>	SHARED VOTING POWER  2,012,375
		<b>9</b>	SOLE DISPOSITIVE POWER  2,626
		<b>10</b>	SHARED DISPOSITIVE POWER  2,012,375
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  2,015,001		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.55% <sup>1</sup>		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN		

<sup>1</sup> Based on 130,245,880 shares of Common Stock outstanding as of July 30, 2010, as reported by Visteon Corporation in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2010.

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[Signature](#)

[EX-99.7](#)

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This Amendment No. 5 amends and supplements the information set forth in the Schedule 13D filed by the Reporting Persons (as defined therein) with the U.S. Securities and Exchange Commission on March 9, 2010 (the “Schedule 13D”) and as amended by Amendment No. 1 on March 25, 2010, Amendment No. 2 on May 5, 2010, Amendment No. 3 on May 27, 2010, and Amendment No. 4 on July 19, 2010 relating to the shares of Common Stock, \$1.00 par value, of Visteon Corporation, a Delaware corporation (the “Issuer”). Capitalized terms used herein without definition shall have the meaning assigned to such terms in the Schedule 13D.

### **Item 2. Identity and Background.**

Item 2 is hereby amended and restated in its entirety as follows:

This Schedule 13D is filed by the following Reporting Persons:

(a) Davidson Kempner Partners, a New York limited partnership (“DKP”), (ii) Davidson Kempner Institutional Partners, L.P., a Delaware limited partnership (“DKIP”), (iii) M.H. Davidson & Co., a New York limited partnership (“CO”), (iv) M.H. Davidson & Co. GP, L.L.C., a New York limited Liability Company (“CO GP”), (v) Davidson Kempner International, Ltd., a British Virgin Islands corporation (“DKIL”), (vi) Davidson Kempner Distressed Opportunities Fund LP, a Delaware limited partnership (“DKDOF”), (vii) Davidson Kempner Distressed Opportunities International Ltd., an exempted Cayman Islands corporation (“DKDOI”), (viii) MHD Management Co., a New York limited partnership (“MHD”), (ix) MHD Management Co. GP, L.L.C., a Delaware limited liability company (“MHD GP”), (x) Davidson Kempner Advisers Inc., a New York corporation (“DKAI”), (xi) Davidson Kempner International Advisors, L.L.C., a Delaware limited liability company (“DKIA”), (xii) DK Group LLC, a Delaware limited liability company (“DKG”), (xiii) DK Management Partners LP, a Delaware limited partnership (“DKMP”), (xiv) DK Stillwater GP LLC, a Delaware limited liability company (“DKS”), (xv) Thomas J. Kempner, Jr., an individual, (xvi) Stephen M. Dowicz, an individual, (xvii) Scott E. Davidson, an individual, (xviii) Timothy I. Levart, (xix) Robert J. Brivio, Jr., an individual, (xx) Eric P. Epstein, an individual, (xxi) Anthony A. Yoseloff, an individual, (xxii) Avram Z. Friedman, an individual and (xxiii) Conor Bastable, an individual, (Messrs. Kempner, Dowicz, Davidson, Levart, Brivio, Epstein, Yoseloff, Friedman and Bastable collectively, the “Principals”) (together, the “Davidson Kempner Filing Persons”); and;

(b) Brigade Capital Management, LLC, a Delaware limited liability company (“Brigade Capital”), (ii) Brigade Leveraged Capital Structures Fund Ltd., a Cayman Islands exempted company (“Brigade Fund”), and (iii) Donald E. Morgan, III, an individual (together the “Brigade Filing Persons”); and

(c) Plainfield Asset Management LLC, a Delaware limited liability company (“PAM”), (ii) Plainfield Special Situations Master Fund II Limited, a Cayman Islands exempted company (“PSSMF2”), (iii) Plainfield OC

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Master Fund Limited, a Cayman Islands exempted company (“POCMF”), and (iv) Max Holmes, an individual (together, the “Plainfield Filing Persons”).

#### Davidson Kempner Filing Persons

The principal business address of the Davidson Kempner Filing Persons is c/o Davidson Kempner Partners, 65 East 55th Street, 19th Floor, New York, N.Y. 10022.

The Principals are, the sole limited partners of DKMP, the sole managing members of CO GP, MHD GP, DKIA and DKG, and the sole stockholders and Principals of DKAI, and their principal businesses are to invest for funds and accounts under their management. Messrs. Thomas L. Kempner, Jr. and Timothy I. Levart are also the managing members of DKS. CO GP is the general partner of CO. MHD GP is the general partner of MHD, which in turn is the general partner of DKP. DKG is the general partner of DKDOF. DKMP is the investment manager of DKDOI. DKS is the general partner of DKMP. DKAI is the general partner of DKIP and is registered as an investment adviser with the U.S. Securities and Exchange Commission (the “SEC”). DKIA is the investment manager of DKIL. Thomas L. Kempner, Jr. is a director of DKIL and DKDOI. Certain information required by this Item 2 concerning the executive officers, directors and managers of the Davidson Kempner Filing Persons is set forth in Appendix A, attached hereto, which is incorporated herein by reference.

None of the Davidson Kempner Filing Persons has during the last five years been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are either subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws. None of the Davidson Kempner Filing Persons has during the last five years been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Messrs. Thomas J. Kempner, Jr., Stephen M. Dowicz, Scott E. Davidson, Robert J. Brivio, Jr., Eric P. Epstein, Anthony A. Yoseloff, Avram Z. Friedman and Conor Bastable are citizens of the United States. Mr. Timothy I. Levart is a citizen of the United States and the United Kingdom.

#### Brigade Filing Persons

The principal business address of Brigade Capital is 339 Park Avenue, 16th Floor, New York, New York 10022. The principal business address of Brigade Fund is c/o Ogier Fiduciary Services (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1-9007, Cayman Islands. The principal business address of Donald E. Morgan, III is 399 Park Avenue, 16th Floor, New York, New York 10022.

Brigade Capital, an investment advisor registered under Section 203 of the Investment Advisors Act of 1940, as amended, furnishes investment advice on a discretionary basis to its clients and invests funds and accounts under management. Brigade Capital is the investment manager of Brigade Fund. Donald E. Morgan, III is the managing member of Brigade Capital and a director of Brigade Fund. Certain information required by this Item 2 concerning the executive officers, directors and managers of the Brigade Filing Persons is set forth in Appendix A, attached hereto, which is incorporated herein by reference.

None of the Brigade Filing Persons has during the last five years been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are either subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities

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subject to, federal or state securities laws or finding any violation with respect to such laws. None of the Brigade Filing Persons has during the last five years been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Mr. Morgan is a citizen of the United States.

Plainfield Filing Persons

The principal business address of the Plainfield Filings Persons is 333 Ludlow Street, Stamford, Connecticut 06902.

The principal business activity of PAM is to serve as a registered investment advisor under Section 203 of the Investment Advisors Act of 1940, as amended. The principal activity of POCMF and PSSMF2 is to invest and trade in a wide variety of securities and financial instruments. PAM is the investment manager of POCMF and PSSMF2. Mr. Holmes is the managing member and chief investment officer of PAM. Certain information required by this Item 2 concerning the executive officers, directors and managers of the Plainfield Filing Persons is set forth in Appendix A, attached hereto, which is incorporated herein by reference.

None of the Plainfield Filing Persons has during the last five years been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are either subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws. None of the Plainfield Filing Persons has during the last five years been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Mr. Holmes is a citizen of the United States.

**Item 3. Source and Amount of Funds or Other Consideration.**

Item 3 of the Schedule 13D is hereby amended and restated solely as pertains to the Plainfield Filings Persons as follows:

Plainfield Filing Persons

The funds for the purchase of the Shares beneficially owned by the Plainfield Filing Persons (other than the 2,626 Shares for which Max Holmes has sole voting and sole dispositive power) were delivered from the respective working capital of POCMF and PSSMF2. The funds with respect to the 2,626 Shares for which Max Holmes has sole voting and sole dispositive power, are the personal funds of Max Holmes. No borrowed funds were used to purchase the Shares held by the Plainfield Filing Persons, other than borrowed funds used for working capital purposes in the ordinary course of business, including, in certain cases, through borrowings from margin accounts.

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**Item 4. Purpose of Transaction.**

Item 4 of the Schedule 13D is hereby supplemented by adding the following at the end thereof:

On August 9, 2010, the Ad Hoc Committee entered into a third amendment to an equity commitment agreement (the “Amended Equity Commitment Agreement”) with the Issuer and certain investors (the “Investors”). The original equity commitment agreement between the Investors and the Issuer provided, among other things, for the purchase by the Investors of shares of the common stock of the reorganized Issuer through a direct purchase commitment. Pursuant to the Amended Equity Commitment Agreement (and subject to the terms and conditions therein), the Ad Hoc Committee has agreed to, among other things, support and vote in favor of the Issuer’s chapter 11 plan (the “Plan”) and withdraw its legal challenge to the Plan in exchange for the right to participate in the direct purchase commitment for 144,456 shares of the reorganized Issuer at a per share purchase price of \$27.69 and the payment by the Issuer, on the date of the Issuer’s exit from bankruptcy, of up to \$4.25 million of certain costs and expenses of the members of the Ad Hoc Committee and their respective advisors. Under certain circumstances, pursuant to the Amended Equity Commitment Agreement, the members of the Ad Hoc Committee can later withdraw their support for, and object to, the Plan, including the reinitiation of discovery. The above discussion of the Amended Equity Commitment Agreement is qualified in its entirety by reference to the text of the Amended Equity Commitment Agreement, a copy of which is filed with this Amendment No. 5 as Exhibit 99.7 to the Schedule 13D and is incorporated by reference herein.

Upon entering into the Amended Equity Commitment Agreement, the Reporting Persons and the Investors may be deemed to have formed a “group” pursuant to Section 13(d)(3) of the Exchange Act. Each Reporting Person disclaims membership in a group with any of the Investors or other participants in the Ad Hoc Committee, and disclaims beneficial ownership of any Shares held by such other persons. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that the Reporting Persons or any of their respective affiliates are the beneficial owners of any Shares beneficially owned by any of the Investors or other members of the Ad Hoc Committee for purposes of Section 13(d) of the Exchange Act, the rules promulgated thereunder or for any other purpose.

**Item 5. Interest in Securities of the Issuer.**

Item 5 is hereby amended and restated in its entirety as follows:

The aggregate number of Shares to which this Schedule 13D relates is 16,915,001, representing 12.99% of the 130,245,880 Shares outstanding as reported in the Issuer’s Quarterly Report on Form 10-Q filed with the SEC on August 9, 2010.

Davidson Kempner Filing Persons

(a) – (b) The information set forth in Rows 7 through 13 of the cover page hereto for the Davidson Kempner Filing Persons is incorporated herein by reference.

(c) Information with respect to all transactions in the Shares which were effected during the past 60 days by each of the Davidson Kempner Filing Persons is set forth on Appendix B hereto and incorporated herein by reference. All such transactions were effected as brokered transactions.

(d) No other person is known to the Davidson Kempner Filing Persons to have the right to receive or the power to direct the receipt of dividends from, or proceeds from the sale of, any Shares beneficially owned by the Reporting Persons.

(e) Not applicable.

Brigade Filing Persons

(a) – (b) The information set forth in Rows 7 through 13 of the cover page hereto for the Brigade Filing Persons is incorporated herein by reference.

(c) Information with respect to all transactions in the Shares which were effected during the past 60 days by each of the Brigade Filing Persons is set forth on Appendix B hereto and incorporated herein by reference. All such transactions were effected as brokered transactions.

(d) No other person is known to the Brigade Filing Persons to have the right to receive or the power to direct the receipt of dividends from, or proceeds from the sale of, any Shares beneficially owned by the Reporting Persons.

(e) Not applicable.

Plainfield Filing Persons

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(a) – (b) The information set forth in Rows 7 through 13 of the cover page hereto for the Plainfield Filing Persons is incorporated herein by reference.

(c) Information with respect to all transactions in the Shares which were effected during the past 60 days by each of the Plainfield Filing Persons and officers and directors is set forth on Appendix B hereto and incorporated herein by reference. All such transactions were effected as brokered transactions.

(d) No other person is known to the Plainfield Filing Persons to have the right to receive or the power to direct the receipt of dividends from, or proceeds from the sale of, any Shares beneficially owned by the Reporting Persons.

(e) Not applicable.

**Item 7. Material to be Filed as Exhibits.**

Appendix A: Information Regarding Instruction C Persons.

Appendix B: Transactions Effected During the Past 60 Days.

Exhibit 99.7: Third Amendment to Equity Commitment Agreement, dated as of August 9, 2010, by and among Visteon, certain investors and certain additional purchasers.

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**Signature**

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

August 12, 2010

DAVIDSON KEMPNER PARTNERS

By: MHD Management Co.,  
its General Partner

By: MHD Management Co. GP, L.L.C.,  
its General Partner

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

DAVIDSON KEMPNER INSTITUTIONAL PARTNERS, L.P.

By: Davidson Kempner Advisers Inc.,  
its General Partner

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: President

M.H. DAVIDSON & CO.

By: M.H. Davidson & Co. GP, L.L.C.,  
its General Partner

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

M.H. DAVIDSON & CO. GP, L.L.C.

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

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DAVIDSON KEMPNER INTERNATIONAL, LTD.

By: Davidson Kempner International Advisors, L.L.C.,  
its Investment Manager

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

MHD MANAGEMENT CO.

By: MHD Management Co. GP, L.L.C.,  
its General Partner

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

MHD MANAGEMENT CO. GP, L.L.C.

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

DAVIDSON KEMPNER ADVISERS INC.

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: President

DAVIDSON KEMPNER INTERNATIONAL ADVISORS,  
L.L.C.

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

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DAVIDSON KEMPNER DISTRESSED OPPORTUNITIES  
FUND LP

By: DK Group LLC,  
its General Partner

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

DAVIDSON KEMPNER DISTRESSED OPPORTUNITIES  
INTERNATIONAL LTD.

By: DK Management Partners LP,  
its Investment Manager

By: DK Stillwater GP LLC,  
its General Partner

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

DK GROUP LLC

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

DK MANAGEMENT PARTNERS LP

By: DK Stillwater GP LLC,  
its General Partner

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

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DK STILLWATER GP LLC

By: /s/ Thomas L. Kempner, Jr.  
Name: Thomas L. Kempner, Jr.  
Title: Executive Managing Member

THOMAS L. KEMPNER, JR.

/s/ Thomas L. Kempner, Jr.  
Thomas L. Kempner, Jr.

STEPHEN M. DOWICZ

/s/ Thomas L. Kempner, Jr.  
Thomas L. Kempner, Jr.  
Attorney-in-Fact\*

SCOTT E. DAVIDSON

/s/ Thomas L. Kempner, Jr.  
Thomas L. Kempner, Jr.  
Attorney-in-Fact\*

TIMOTHY I. LEVART

/s/ Thomas L. Kempner, Jr.  
Thomas L. Kempner, Jr.  
Attorney-in-Fact\*

ROBERT J. BRIVIO, JR.

/s/ Thomas L. Kempner, Jr.  
Thomas L. Kempner, Jr.  
Attorney-in-Fact\*

ERIC P. EPSTEIN

/s/ Thomas L. Kempner, Jr.  
Thomas L. Kempner, Jr.  
Attorney-in-Fact\*

ANTHONY A. YOSELOFF

/s/ Thomas L. Kempner, Jr.  
Thomas L. Kempner, Jr.  
Attorney-in-Fact\*

AVRAM Z. FRIEDMAN

/s/ Thomas L. Kempner, Jr.  
Thomas L. Kempner, Jr.  
Attorney-in-Fact\*

CONOR BASTABLE

/s/ Thomas L. Kempner, Jr.  
Thomas L. Kempner, Jr.  
Attorney-in-Fact\*

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BRIGADE CAPITAL MANAGEMENT, LLC

By: /s/ Donald E. Morgan, III  
Name: Donald E. Morgan, III  
Title: Managing Member

BRIGADE LEVERAGED CAPITAL STRUCTURES FUND LTD.

By: Brigade Capital Management, LLC,  
its Investment Manager

By: /s/ Donald E. Morgan, III  
Name: Donald E. Morgan, III  
Title: Managing Member

/s/ Donald E. Morgan, III  
Donald E. Morgan, III

PLAINFIELD ASSET MANAGEMENT LLC

By: /s/ Thomas X. Fritsch  
Name: Thomas X. Fritsch  
Title: Partner and General Counsel

PLAINFIELD OC MASTER FUND LIMITED

By: /s/ Thomas X. Fritsch  
Name: Thomas X. Fritsch  
Title: Authorized Individual

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PLAINFIELD SPECIAL SITUATIONS MASTER FUND II  
LIMITED

By: /s/ Thomas X. Fritsch  
Name: Thomas X. Fritsch  
Title: Authorized Individual

MAX HOLMES

/s/ Thomas X. Fritsch  
Thomas X. Fritsch  
Attorney-in-Fact\*\*

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\* Duly authorized pursuant to the Power of Attorney, dated May 7, 2010, by and on behalf of Stephen M. Dowicz, Scott E. Davidson, Timothy I. Levart, Robert J. Brivio, Jr., Eric P. Epstein, Anthony A. Yoseloff, Avram Z. Friedman and Conor Bastable, appointing Thomas L. Kempner, Jr. as their attorney-in-fact, which Power of Attorney was attached as Exhibit 24 to the Form 3 filed with the SEC by the Davidson Kempner Filings Persons with respect to the securities of the Issuer on May 10, 2010 as is incorporated by reference herein.

\*\* Duly authorized pursuant to the Power of Attorney, dated February 1, 2007, by and on behalf of Max Holmes, appointing Thomas X. Fritsch as his attorney-in-fact, which Power of Attorney was attached as Exhibit A to Amendment No. 1 to the Schedule 13G filed with the SEC by Plainfield Asset Management LLC and Plainfield Special Situations Master Fund Limited with respect to the equity securities of Riviera Holdings Corporation on February 2, 2007 and is incorporated by reference herein.

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## APPENDIX A

## INFORMATION WITH RESPECT TO EXECUTIVE OFFICERS AND DIRECTORS

The following sets forth as to each of the executive officers and directors of the undersigned: his or her name; his or her business address; his or her present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted. To the knowledge of the Reporting Persons, during the last five years, none of the persons listed this Appendix A has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), and no such person was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities law or finding any violation with respect to such laws except as reported in Item 2 of this Schedule 13D.

DAVIDSON KEMPNER FILING PERSONSDavidson Kempner International, Ltd.

## Directors:

Michelle Wilson-Clarke	Senior Vice President, Walkers Fund Services Limited Walkers Fund Services Limited Walker House, 87 Mary Street George Town, KY1-9004, Cayman Islands Tel: 345 945 3727 (Main) Fax: 345 945 4757 (Main)
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Citizenship: Cayman Islands

Scott Lennon	Senior Vice President, Walkers Fund Services Limited Walkers Fund Services Limited Walker House, 87 Mary Street George Town, KY1-9004, Cayman Islands Tel: 345 945 3727 (Main) Fax: 345 945 4757 (Main)
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Citizenship: Canada

Davidson Kempner Distressed  
Opportunities International Ltd.

## Directors:

Michelle Wilson-Clarke	Senior Vice President, Walkers Fund Services Limited Walkers Fund Services Limited Walker House, 87 Mary Street George Town, KY1-9004, Cayman Islands Tel: 345 945 3727 (Main) Fax: 345 945 4757 (Main)
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Citizenship: Cayman Islands

Scott Lennon	Senior Vice President, Walkers Fund Services Limited Walkers Fund Services Limited
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Walker House, 87 Mary Street  
George Town, KY1-9004,  
Cayman Islands Tel: 345 945 3727 (Main)  
Fax: 345 945 4757 (Main)  
  
Citizenship: Canada

BRIGADE FILING PERSONS

Each individual identified below is a citizen of the Cayman Islands.

Brigade Fund  
Directors:

Vijayabalan Muruguesu	Managing Director at Ogier Fiduciary Services (Cayman) Limited) 89 Nexus Way Camana Bay Grand Cayman Cayman Islands KY1-9007
Scott Dakers	Associate Director at Ogier Fiduciary Services (Cayman) Limited) 89 Nexus Way Camana Bay Grand Cayman Cayman Islands KY1-9007

PLAINFIELD FILING PERSONS

The principal employer of Mr. Holmes is PAM, the principal employer of Messrs. Mattison, Bree and Hanson is DMS Management and the principal employer of Mr. Williams is Pacific Alternative Asset Management Company, LLC. Messrs. Holmes, Bree and Williams are citizens of the United States. Mr. Mattison is a citizen of Canada and Mr. Hanson is a citizen of the Cayman Islands.

Plainfield Special Situations Master Fund II  
Limited

Directors:

Max Holmes	333 Ludlow Street Stamford, CT 06902
Gordon Mattison	Citco Trustees (Cayman) Limited 89 Nexus Way, Camana Bay PO Box 31106 Grand Cayman KY1-1205 Cayman Islands
David Bree	Citco Trustees (Cayman) Limited 89 Nexus Way, Camana Bay PO Box 31106

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CUSIP No. 92839U107

Grand Cayman KY1-1205  
Cayman Islands

Plainfield OC Master Fund Limited  
Directors:

Max Holmes	333 Ludlow Street, Stamford, CT 06902
David Bree	Citco Trustees (Cayman) Limited 89 Nexus Way, Camana Bay PO Box 31106 Grand Cayman KY1-1205 Cayman Islands
Kevin Williams	c/o Pacific Alternative Asset Management Company, LLC 19450 Jamboree Road Suite 400 Irvine, CA 92612

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APPENDIX B  
TRANSACTIONS IN THE SHARES EFFECTED BY THE  
REPORTING PERSONS DURING THE PAST SIXTY DAYS  
(UNLESS OTHERWISE STATED, ALL TRANSACTIONS WERE EFFECTED IN  
THE OPEN MARKET)

PLAINFIELD LIQUID STRATEGIES MASTER FUND LIMITED

Date of Trade	Shares Purchased (Sold)	Price per Share
07/29/10	45,125	\$0.00*

\* On July 29, 2010 Plainfield Liquid Strategies Master Fund Limited distributed the 45,125 Shares in its possession to its shareholders as an in-kind distribution on a pro rata basis (the “Distribution”). In connection with the Distribution, Max Holmes, as a shareholder of Plainfield Liquid Strategies Master Fund Limited, received 2,626 Shares.

## THIRD AMENDMENT TO EQUITY COMMITMENT AGREEMENT

This Third Amendment (this “Amendment”), dated as of August 9, 2010, is made and entered into by and among Visteon Corporation (as debtor-in-possession and a reorganized debtor, as applicable, the “Company”), the Investors whose signatures are set forth below (the “Amending Investors”), and the Persons whose signatures are set forth below as “Additional Purchasers.” 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, and as amended further by that certain Second Amendment to the Equity Commitment Agreement, dated as of June 20, 2010, the “Equity Commitment Agreement”);

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

WHEREAS, the Additional Purchasers are the parties that comprise the Ad Hoc Equity Committee; and

WHEREAS, the Additional Purchasers wish to become, and the Company and the Amending Investors desire for the Additional Purchasers to become, Parties to the Equity Commitment Agreement.

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. Preamble. The preamble to the Equity Commitment Agreement is hereby deleted in its entirety and in lieu thereof is inserted the following:

“THIS EQUITY COMMITMENT AGREEMENT (this “Agreement”), dated as of May 6, 2010, is made by and among Visteon Corporation (as a debtor in possession and a reorganized debtor, as applicable, the “Company”), the Persons set forth on Schedule 1 hereto under the heading “Investor” (each referred to herein individually as an “Investor” and collectively as the “Investors”), and the Persons set forth on Schedule 7 hereto under the heading “Additional Purchaser” (each referred to herein individually as an “Additional Purchaser” and collectively as the “Additional Purchasers”). The Company, each Investor, and each Additional Purchaser is referred to herein as a “Party” and collectively, the “Parties”. Capitalized terms used herein have the meanings ascribed thereto in Article I.”

2. Recitals. The fourth Recital to the Equity Commitment Agreement is hereby deleted in its entirety and in lieu thereof is inserted the following:

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“WHEREAS, the Company has requested that the Investors, severally and not jointly, and the Additional Purchasers, severally and not jointly, participate in the Plan, and the Investors and the Additional Purchasers, severally and not jointly, are willing to participate in the Plan, on the terms and subject to the conditions contained in this Agreement and, solely with respect to the Investors, the Plan Support Agreement.”

3. Section 1.1 — Definitions. Section 1.1 of the Equity Commitment Agreement is hereby amended as follows:

(a) by adding the following definitions in appropriate alphabetical order:

(i) ““Additional Purchaser Default” means the failure by any Additional Purchaser to purchase any Additional Purchaser Shares that such Additional Purchaser is obligated to purchase under this Agreement.”

(ii) ““Available Additional Purchaser Shares” means Additional Purchaser Shares that any Additional Purchaser fails to purchase as a result of an Additional Purchaser Default by such Additional Purchaser.”

(iii) ““Sustained Objection” means the Bankruptcy Court’s sustaining of any objection by any Person, or any objection raised by the Bankruptcy Court *sua sponte*, to (i) the Additional Purchaser Commitment under the Third Amendment or (ii) the distribution to holders of Interests (as defined in the Plan) in Class J (as defined in the Plan) under Article III of the Plan.”

(iv) ““Third Amendment” means the Third Amendment to this Agreement, dated as of August 9, 2010, by and among the Company, the Investors, and the Additional Purchasers.”

(b) by adding the phrase “but for the avoidance of doubt, Additional Purchasers are not Co-Investors” at the end of the definition of Co-Investor.

4. Section 1.2 — Additional Defined Terms. Section 1.2 of the Equity Commitment Agreement is hereby amended as follows:

(a) by adding the phrases “Additional Purchaser,” “Additional Purchaser Commitment,” “Additional Purchaser Expenses,” “Additional Purchaser Shares,” “Alternate Confirmation Hearing,” “Appeal,” “Discovery,” and “Related Additional Purchaser,” along with corresponding Section references, in appropriate alphabetical order; and

(b) by deleting the phrase “Breaching Investor” and inserting in lieu thereof the phrase “Breaching Party”.

5. Section 3.1(a) — The Direct Purchase Commitment. Section 3.1(a) of the Equity Commitment Agreement is hereby amended as follows:

(a) The phrase “ten million eight hundred thirty-four thousand eight hundred (10,834,800)” in such Section is hereby deleted and in lieu thereof is inserted the phrase “ten million six hundred ninety thousand three hundred forty-four (10,690,344)”.

(b) The following language is hereby added at the end of such Section:

“On the terms and subject to the conditions set forth in this Agreement, each Additional Purchaser agrees, severally and not jointly, to subscribe for and purchase, and the Company agrees to sell and issue to such Additional Purchaser, on the Effective Date for the Purchase Price per share, the number of shares of New Common Stock (the “Additional Purchaser Shares”) as set forth in Schedule 7 opposite the name of such Additional Purchaser, rounded among the Additional Purchasers solely to avoid fractional shares as the Company may determine in its sole discretion (such obligation to purchase the Additional Purchaser Shares, the “Additional Purchaser Commitment”) with the aggregate amount of Additional Purchaser Shares being one hundred forty-four thousand four hundred fifty-six (144,456) shares. Additional Purchaser Shares shall be issued and delivered to the Additional Purchasers on the same terms set forth in Section 3.5 of this Agreement (assuming, solely for this purpose, that (i) each instance of the word “Investor” and “Investors” (other than in the phrase “Requisite Investors”) is replaced with the words “Additional Purchaser” and “Additional Purchasers”, respectively, and (ii) the phrase “Related Purchasers or Ultimate Purchasers” contained in Section 3.5(c) is replaced with the phrase “Related Additional Purchasers”), subject only to the condition that the sale and purchase of the Investor Shares as contemplated by this Agreement shall occur simultaneously with the sale and purchase of the Additional Purchaser Shares.”

6. Section 3.3 — Alternative Financing. Section 3.3 of the Equity Commitment Agreement is hereby amended as follows:

(a) each instance of the phrase “Investor Default or a Signatory Default” shall be deleted and in each instance in lieu thereof shall be inserted the phrase “Investor Default, Additional Purchaser Default, or Signatory Default”;

(b) each instance of the phrase “Investor Default or Signatory Default” shall be deleted and in each instance in lieu thereof shall be inserted the phrase “Investor Default, Additional Purchaser Default, or Signatory Default”;

(c) each instance of the phrase “Available Investor Shares or Cash Recovery Subscription Equity” shall be deleted and in each instance in lieu thereof shall be inserted the phrase “Available Investor Shares, Available Additional Purchaser Shares, or Cash Recovery Subscription Equity”;

(d) each instance of the phrase “all Available Investor Shares or all of the Cash Recovery Subscription Equity” shall be deleted and in each instance in lieu thereof shall be inserted the phrase “all Available Investor Shares, all Available Additional Purchaser Shares, or all of the Cash Recovery Subscription Equity”;

(e) by adding the phrase “; provided, further, that notwithstanding the foregoing, in the event of an Additional Purchaser Default, each Investor shall be entitled to purchase the Available Additional Purchaser Shares resulting from such Additional Purchaser Default in proportion to each Investor’s Allotted Portion, but any Available Additional Purchaser Shares not so purchased shall be subject to the provisions of this Section 3.3” immediately following the phrase “as the case may be, are purchased, an “Alternative Financing”)” at the end of the first sentence of Section 3.3(a); and

(f) Section 3.3(c) shall be deleted in its entirety and in lieu thereof shall be inserted the following sentence: “Nothing in this Agreement shall be deemed to require (i) an Investor to purchase more than its Allotted Portion of (A) the Direct Subscription Shares and (B) the Unsubscribed Shares or (ii) an Additional Purchaser to purchase more than the number of Additional Purchaser Shares set forth with respect to such Additional Purchaser on Schedule 7.”

7. Section 3.6 — Transfer, Designation and Assignment Rights. Section 3.6 of the Equity Commitment Agreement is hereby amended as follows:

(a) Section 3.6(b) shall be amended by adding the phrase “that apply to Investors” immediately following the phrase “Section 7.16” in the first sentence thereof; and

(b) the following subsection (e) shall be added at the end of such Section:

“(e) Each Additional Purchaser shall have the right to designate by written notice to the Company no later than five (5) Business Days prior to the Effective Date that some or all of its Additional Purchaser Shares be issued in the name of and delivered to, one or more of its Affiliates (each, a “Related Additional Purchaser”) upon receipt by the Company of payment therefor in accordance with the terms hereof, which notice of designation shall (i) be addressed to the Company and signed by such Additional Purchaser and each Related Additional Purchaser, (ii) specify the number of Additional Purchaser Shares to be delivered to or issued in the name of such Related Additional Purchaser and (iii) contain a confirmation by such Related Additional Purchaser of the accuracy of the representations set forth in Sections 6.6 through 6.8 as applied to such Related Additional Purchaser; provided, that no such designation pursuant to this Section 3.6(e) shall relieve such Additional Purchaser from its obligations under this Agreement. Additionally, each Additional Purchaser may assign all or any portion of its Additional Purchaser Commitment to a Related Additional Purchaser who agrees in writing to be bound by this Agreement by executing and delivering to the Company and each Investor and each other Additional Purchaser a joinder agreement pursuant to which such Related Additional Purchaser agrees to be bound by the provisions of this Agreement as if it were an Additional Purchaser, in form and substance reasonably acceptable to the Company, including a revised Schedule 7 to reflect such assignment; provided, that no such assignment pursuant to this Section 3.6(e) shall relieve such Additional Purchaser from its obligations under this Agreement without giving effect to

such revised Schedule 7; provided, further, that such Additional Purchaser shall provide written notice to the Company and each Investor and each other Additional Purchaser in advance of such assignment and no later than five (5) Business Days prior to the Effective Date. Each Additional Purchaser, severally and not jointly, agrees that it will not, directly or indirectly, assign, at any time prior to the Effective Date or earlier termination of this Agreement in accordance with its terms, its rights and obligations under this Agreement or to Additional Purchaser Shares or any interest or participation therein to any Person other than a Related Additional Purchaser pursuant to this Section 3.6(e) or another Additional Purchaser who is bound by this Agreement. If an Additional Purchaser assigns its rights and obligations under this Agreement or to any Additional Purchaser Shares or any interest or participation therein, to another Additional Purchaser who is bound by this Agreement pursuant to this Section 3.6(e), (i) such assignment shall occur no later than five (5) Business Days prior to the Effective Date, (ii) the assigning Additional Purchaser shall be relieved of its obligations hereunder with respect to the Additional Purchaser Shares subject to such assignment, (iii) the assignee Additional Purchaser who is a party to this Agreement shall assume such obligations, and (iv) the Additional Purchasers involved in such assignment shall provide written notice to the Company and each other Investor containing a revised Schedule 7 accurately reflecting any changes required by the transactions contemplated by this Section 3.6(e). Nothing in this Agreement shall limit or restrict in any way any Additional Purchaser's ability to Transfer any of its Additional Purchaser Shares or any interest therein after the Effective Date pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements thereunder and pursuant to applicable state securities Laws."

8. Section 4.3 — Transaction Expenses. Section 4.3 of the Equity Commitment Agreement is hereby amended as follows:

(a) by deleting the phrase "two hundred thousand dollars (\$200,000)" contained in Section 4.3(a)(iv) and inserting in lieu thereof the phrase "three hundred-fifty thousand dollars (\$350,000)";

(b) by deleting the phrase "(collectively, "Transaction Expenses")" contained in Section 4.3(a) and inserting in lieu thereof the phrase "(collectively, and together with the Additional Purchaser Expenses, the "Transaction Expenses"; provided, however that the term Transaction Expenses shall not include any Additional Purchaser Expenses for the purposes of clauses (i)-(v) below"; and

(c) by adding the following subsection (d) at the end of such Section:

"(d) On the Effective Date (or, if applicable, the effective date of the Claims Conversion Sub-Plan), so long as each Additional Purchaser continues to support the Plan and has not breached any of its obligations under Section 7.16, the Company will reimburse the actual, documented out-of-pocket costs and expenses (including the actual, documented fees, costs, and expenses of Dewey & LeBoeuf LLP, as counsel, Buchanan Ingersoll & Rooney P.C., as co-

counsel, and Gleacher & Company, as financial advisor) incurred on or prior to the date of the Third Amendment by each of the Additional Purchasers in connection with the Additional Purchasers' prosecution of their interests during the Proceedings (collectively, "Additional Purchaser Expenses") (it being understood that (x) the Debtors have reviewed the supporting materials for the Additional Purchaser Expenses and have determined that the Additional Purchaser Expenses are reasonable and (y) that the Investors will not oppose the payment of the Additional Purchaser Expenses in accordance with the terms of this Agreement); provided, that the Company shall not be required to reimburse any Additional Purchaser Expenses in excess of four million two hundred-fifty thousand dollars (\$4,250,000) in the aggregate for all Additional Purchasers, including their respective advisors."

9. Article V — Representations and Warranties of the Company. Article V of the Equity Commitment Agreement is hereby amended as follows:

(a) the preamble to such Article is hereby amended by deleting the phrase "the Company represents and warrants to, and agrees with, each of the Investors as set forth below" and inserting in lieu thereof the phrase "the Company represents and warrants to, and agrees with, each of the Investors (and, solely with respect to Sections 5.1, 5.2, 5.3, 5.4, 5.5, and 5.8, each of the Additional Purchasers) as set forth below";

(b) Section 5.5 of the Equity Commitment Agreement is hereby amended by adding, immediately after each instance of the word "the Shares", the phrase " and the Additional Purchaser Shares" and by adding, immediately after each instance of the word "Holders", the phrase "and the Additional Purchasers"; and

(c) Section 5.8 of the Equity Commitment Agreement is hereby amended as follows:

(i) by adding, immediately after the word "Investors", the phrase " and Additional Purchasers";

(ii) by adding, immediately after the word "including", the phrase " , solely with respect to the Investors,"; and

(iii) by adding, immediately after the word "Investor", the phrase " or Additional Purchaser".

10. Article VI — Representations and Warranties of the Investors. Article VI of the Equity Commitment Agreement is hereby amended as follows:

(a) The heading of such Article is hereby amended by deleting in its entirety the existing heading and inserting in lieu thereof the phrase "Representations and Warranties of the Investors and Additional Purchasers".

(b) The preamble of such Article is hereby amended as follows:

(i) by adding, immediately after the word “warrant”, the words “, and Section 6.11, as to which only the Additional Purchasers represent and warrant”;

(ii) by adding, immediately after the word “below” at the end of the preamble, the words “ and each Additional Purchaser represents and warrants (except with respect to Section 6.9, as to which only the Lead Investors represent and warrant) as to itself only, and agrees with, the Company, severally and not jointly, as set forth below”;

(c) each other Section of Article VI is hereby amended as follows:

(i) by adding the words “or Additional Purchaser, as the case may be,” immediately following each instance of the word “Investor”;

(ii) by adding the words “or Additional Purchaser Shares, as the case may be,” following the words “Investor Shares” except that the first parenthetical phrase appearing in Section 6.5 shall be amended to read as follows: “(including the purchase by such Investor or Additional Purchaser, as the case may be, of its Allotted Portion of the Investor Shares or its Additional Purchaser Shares as set forth on Schedule 7, as the case may be)”; and

(d) by adding the following Section 6.11 at the end of such Article:

“Section 6.11 Additional Purchaser’s Shares. As of the date of the Third Amendment, such Additional Purchaser owns, free and clear of any restriction on the right to vote, the number of shares of common stock of the Company (as a debtor-in-possession) set forth opposite the name of such Additional Purchaser on Schedule 7.”

11. Section 7.3 — Securities Laws. Section 7.3 of the Equity Commitment Agreement is hereby amended so that each instance of the phrase “Investor Shares” shall be deleted and in each instance in lieu thereof shall be inserted the phrase “Investor Shares or Additional Purchaser Shares, as the case may be”.

12. Section 7.7 — Funding Approval. Section 7.7 of the Equity Commitment Agreement is hereby amended as follows:

(a) by adding the words “plus (iii) such Investor’s Allotted Portion of the Additional Purchaser Commitment” immediately prior to the word “and” in clause (ii); and

(b) by adding the following sentence at the end Section 7.7: “Each Additional Purchaser shall deliver to the Company, on the date that is ten (10) Business Days prior to the date scheduled for the Confirmation Hearing, a certificate from an officer or a duly authorized agent of such Additional Purchaser certifying that such Additional Purchaser’s credit committee (or such similar



governing entity that is responsible for approving such matters in accordance with such Additional Purchaser's normal operations) has approved, subject only to the terms and conditions of this Agreement and the Plan that are applicable to such Additional Purchaser, the funding by such Additional Purchaser of an amount equal to such Additional Purchaser's portion of the amount of the Additional Purchaser Commitment as set forth on Schedule 7."

13. Section 7.8 — Use of Proceeds. Section 7.8 of the Equity Commitment Agreement is hereby amended so that each instance of the phrase "Investor Shares" shall be followed by "and Additional Purchaser Shares".

14. Section 7.12 — Takeover Statutes. Section 7.12 of the Equity Commitment Agreement is hereby amended so that each instance of the phrase "Investors" shall be followed by "or Additional Purchasers".

15. Section 7.14 — Commercially Reasonable Efforts. Section 7.14 of the Equity Commitment Agreement is hereby amended as follows:

(a) Section 7.14(a) shall be amended such that (i) the phrase "Company or any Investor" shall be deleted and replaced with "Company, any Investor or any Additional Purchaser" and (ii) the phrase "and each Investor shall use" shall be deleted and replaced with "and each Investor and, subject to Section 7.16, each Additional Purchaser, shall use";

(b) Section 7.14(b) shall be amended such that (i) the phrase "Investors and the Company" shall be deleted and replaced with "Investors, Additional Purchasers and the Company", (ii) the phrase "Investors or the Company" shall be deleted and replaced with "Investors, Additional Purchasers or the Company" and (iii) the phrase "Company and the Investors" shall be deleted and replaced with "Company, Additional Purchasers and the Investors"; and

(c) Section 7.14(c) shall be amended such that the word "Investor" shall be deleted and replaced with "Investor or Additional Purchaser" and the word "Investor's" shall be deleted and replaced with "Investor's or Additional Purchaser's".

16. Section 7.15 — Antitrust Approval. Sections 7.15(b) and 7.15(e) of the Equity Commitment Agreement are hereby amended as follows: each instance of the word "Investor" (but, for the avoidance of doubt, not as used in the phrase "Requisite Investors") shall be followed by "or Additional Purchaser";

17. Section 7.16 — Plan Support. Section 7.16 of the Equity Commitment Agreement is hereby amended by adding the following language after the second sentence of such Section:

"Each Additional Purchaser, including its respective Affiliates, shall (x) vote, or change the vote for, as applicable, all Claims (held as of the Voting Record Date (as defined in the Plan) and actually previously voted) and Interests (as defined in the Plan) it holds to

accept the Plan prior to the Voting Deadline (as defined in the Plan, as it may be extended in accordance with the Plan, and the Debtors having agreed to extend such Voting Deadline to permit the Additional Purchasers to fulfill their obligations under this Section 7.16) and (y) not object to confirmation of the Plan, otherwise commence or support any proceeding opposing any of the terms of the Plan, or take any other action (directly or indirectly) that in any way prevents, delays, or impedes the restructuring of the Company as contemplated by the Plan (including in connection with the Claims Conversion Sub-Plan); provided that each Additional Purchaser, including each of its Affiliates, shall support (directly and indirectly) confirmation of the Plan and shall not take any action to oppose the date of, or seek to reschedule, the Confirmation Hearing currently set by the Bankruptcy Court on August 31, 2010, which Confirmation Hearing is premised on all Classes of unsecured claims and Class J (each, as defined in the Plan) voting to accept the Plan; provided, further, that the Additional Purchasers, including their respective Affiliates, shall be permitted to object to confirmation of the Plan, and may change their votes to rejecting votes (and the Debtors and Investors expressly agree not to contest or oppose such change of votes), solely in the case of a Sustained Objection. In the case of a Sustained Objection prior to or on August 31, 2010, no Additional Purchaser, nor any of its Affiliates, shall take any action to oppose the date of, or seek to reschedule, the alternate Confirmation Hearing (the "Alternate Confirmation Hearing") currently set by the Bankruptcy Court on September 28, 2010, which Alternate Confirmation Hearing is premised on a Class of unsecured Claims or Class J (each, as defined in the Plan) voting to reject the Plan; provided that, if a Sustained Objection occurs after August 31, 2010, the earliest date on which the Debtors shall seek to commence the Alternate Confirmation Hearing shall be thirty (30) days following the occurrence of the Sustained Objection, and each Additional Purchaser, and each of its Affiliates, shall actively support, and take no action to oppose, such commencement of the Alternate Confirmation Hearing as early as the thirtieth (30th) day following the occurrence of the Sustained Objection. Further, as of the date of the Third Amendment, each Additional Purchaser, including its respective Affiliates, will (a) withdraw, with prejudice, its appeal of the *Order Authorizing the Debtors to Enter Into: (A) a Plan Support Agreement; (B) an Equity Commitment Agreement and to Pay Certain Fees in Connection Therewith; and (C) a Cash Recovery Backstop Agreement*, dated June 17, 2010 [Docket No. 3427], including any motions to expedite the same (the "Appeal"); (b) withdraw with prejudice all discovery demands with regard to the Plan (including, without limitation, all interrogatories, requests to admit, requests for production of documents, notices of depositions, and all subpoenas and motions with respect to the same (collectively, "Discovery")), and seek no further Discovery with respect to any party in the Proceedings, it being understood that, notwithstanding the withdrawal with prejudice, each Additional Purchaser, including its respective Affiliates, may reinitiate the Appeal and its Discovery following the occurrence of a Sustained Objection, it being further understood that if any Additional Purchaser, or any of its Affiliates, reinitiates the Appeal or objects to the Plan or changes its votes, the Additional Purchasers, including their respective Affiliates, shall be deemed to have relinquished their right to participate in the Additional Purchaser Commitment and their right to reimbursement for Additional Purchaser Expenses; and (c) at the request of the Company, and with the Company's reimbursement of the reasonable, actual and documented fees and expenses (including

reasonable, actual and documented attorneys' fees) of the Additional Purchasers related thereto, provide affirmative support of the Plan at any confirmation trial by filing a pleading and orally specifically stating the Additional Purchasers' affirmative support of the Plan, which request shall not be made in the case of a Sustained Objection. The Company and the Investors further agree to withdraw with prejudice all Discovery served against any Additional Purchasers or their advisors, it being understood that, notwithstanding the withdrawal with prejudice, the Company and the Investors may reinstate such Discovery in the case of a Sustained Objection, it being understood that the Additional Purchasers can object to such Discovery. To the extent that any Person formally or informally, or the Bankruptcy Court *sua sponte*, objects to the Third Amendment or the Plan for any reason, no Additional Purchaser, nor any of their respective Affiliates, shall be, or shall be deemed to have been, released from its obligations pursuant to this Section 7.16 and the Company shall use commercially reasonable efforts to affirmatively support opposition to any such objection and the Investors shall not support any such objection; provided, to the extent that any Person's objection, or the Bankruptcy Court's *sua sponte* objection, to the Third Amendment is sustained only in connection with the payment of Additional Purchaser Expenses pursuant to Section 4.3(d), the Debtors shall use their commercially reasonable efforts to support, and the Investors shall not oppose, a section 503(b)(3)(D) substantial contribution request filed by the Additional Purchasers for the payment of Additional Purchaser Expenses pursuant to and subject to the conditions and limitations of Section 4.3(d), which, for the avoidance of doubt, will not include the payment of any fees or expenses in excess of the limitations on the amount of Additional Purchaser Expenses payable thereunder. Additionally, each Additional Purchaser agrees to comply with the terms of Sections 2.2 and 2.3 of the Plan Support Agreement as if such terms were incorporated herein *mutatis mutandis*, as if such Additional Purchaser were a Consenting Senior Noteholder thereunder and as if all references to "Relevant Claims" in Section 2.2 of the Plan Support Agreement included "Relevant Interests" (as such term is defined in the Plan Support Agreement). Other than as a result of a Sustained Objection, in the event of any amendment, supplement, change, or modification of the Plan, on file with the Bankruptcy Court as of August 6, 2010, that results in a material adverse change or modification to the treatment of Class J Interests (as defined in the Plan) under the Plan that requires re-solicitation under section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 or the rights and privileges of the Additional Purchasers under this Agreement (which rights and privileges are qualified by the terms of this Agreement), the Additional Purchasers shall have no further obligations or responsibilities under this Agreement, including, without limitation, Section 3.1 and Section 7.16, unless the Additional Purchasers provide their prior written consent."

18. Section 8.5 — Regulatory Reallocation. Section 8.5 of the Equity Commitment Agreement shall be deleted and replaced in its entirety as follows:  
"If (a) an Investor (an "Over-Allotted Investor") or an Additional Purchaser is required to obtain any consent, waiver or approval of a Governmental Entity (pursuant to Antitrust Laws or otherwise) for the Approval Conditions to be satisfied and such Over-Allotted Investor or Additional Purchaser has not obtained such consent, waiver or approval prior

to the entry of the Confirmation Order and (b) Requisite Investors determine (after Good Faith Consultation to the extent the Over-Allotted Investor is a Co-Investor) that a reduction or elimination of such Over-Allotted Investor's Allotted Portion or Additional Purchaser's Additional Purchaser Shares would either obviate the need for such Over-Allotted Investor or Additional Purchaser to obtain such consent, waiver or approval or result in such consent, waiver or approval being obtained (a "Regulatory Cure") and the Requisite Investors give notice of such determination to such Over-Allotted Investor or Additional Purchaser and the Company at least five (5) Business Days prior to the Effective Date, the Lead Investors (other than the Over-Allotted Investor) shall have the right, but shall not be obligated, to, prior to the date that is five (5) Business Days before the Effective Date, (x) reduce the Over-Allotted Investor's Allotted Portion or Additional Purchaser's Additional Purchaser Shares only to the extent necessary (in such Lead Investors' good-faith judgment) to achieve a Regulatory Cure (the amount by which the Over-Allotted Investor's Allotted Portion or, as the case may be, Additional Purchaser's Additional Purchaser Shares, is reduced, the "Removed Allotted Portion") and (y) to make arrangements for one or more of the Lead Investors (other than any Over-Allotted Investors) to assume all of the Removed Allotted Portion on the terms and subject to the conditions set forth in this Agreement and in such amounts as may be agreed upon by such Lead Investors (but in no event less than the total Removed Allotted Portion, such that the Aggregate Commitment of the Investors and the Additional Purchaser Commitment is not reduced) (such arrangement, a "Regulatory Reallocation"). Notwithstanding anything to the contrary contained in this Agreement, a reduction and reallocation of an Over-Allotted Investor's Allotted Portion of the Equity Commitment (and revision of Schedule 1 to reflect such reduction and reallocation) or, as the case may be, an Additional Purchaser's Additional Purchaser Shares (and revision of Schedule 7 to reflect such reduction and reallocation) pursuant to a Regulatory Reallocation in accordance with this Section 8.5 shall not require the consent of such Over-Allotted Investor or Additional Purchaser."

19. Section 9.1 — Indemnification Obligations. Section 9.1(b) of the Equity Commitment Agreement shall be amended by changing the caption to read "Indemnification by the Investors and the Additional Purchasers" and shall be further amended as follows:

(a) the phrase "or Additional Purchaser, as the case may be" shall be inserted following the first occurrence of the word "Investor" and each instance of the phrase "Breaching Investor" shall be replaced with the phrase "Breaching Party";

(b) the phrase "and Additional Purchasers" shall be inserted following the first occurrence of the word "Investors"; and

(c) the parenthetical phrase "(not including, for the avoidance of doubt, any claim by any other Investor, any Related Purchaser, any Ultimate Purchaser or any of their respective Affiliates)" shall be deleted and replaced with "(not including, for the avoidance of doubt, any claim by any other Investor, any Related Purchaser, any Ultimate Purchaser, any Additional Purchaser or any of their respective Affiliates)".

20. Section 9.4 — Contribution. Section 9.4 of the Equity Commitment Agreement shall be amended as follows:

(a) by inserting, immediately following the word “that” in the last sentence of such Section, the phrase “, with respect to any claims for contribution hereunder solely among the Investors and the Company,”; and

(b) by deleting the phrase “(a) the total value received or proposed to be received by the Company pursuant to the sale of Investor Shares and Shares in the Rights Offering” and replacing it with “(a) the total value received or proposed to be received by the Company pursuant to the sale of Investor Shares, Additional Purchaser Shares and Shares in the Rights Offering”.

21. Section 10.1 — Termination Rights. Section 10.1 of the Equity Commitment Agreement is hereby amended as follows:

(a) Section 10.1(b) is amended by inserting the words “and each Additional Purchaser” following the first occurrence of the word “Investor”;

(b) Section 10.1(d) is amended by inserting the words “and each Additional Purchaser” following the first occurrence of the word “Investor”.

22. Section 11.1 — Notices. Section 11.1 of the Equity Commitment Agreement is hereby amended by adding the following language at the end of such Section:

“(e) If to any Additional Purchaser, to the address set forth opposite such Additional Purchaser’s name on Schedule 7

with a copy (which shall not constitute notice) to:

Dewey & LeBoeuf LLP  
1301 Avenue of the Americas  
New York, NY 10019-6092  
Attention: Martin Bienenstock  
Facsimile: (212) 259-6333”

23. Section 11.2 — Assignments; Third Party Beneficiaries. Section 11.2 of the Equity Commitment Agreement is hereby amended by adding the words “or an Additional Purchaser” immediately following the words “other than an assignment by an Investor” therein.

24. Section 11.7 — Waivers and Amendments; Rights Cumulative. Section 11.7 of the Equity Commitment Agreement is hereby amended by as follows:

(a) the phrase “and delivery by such reallocating Investors of written notice to the Company and each other Investor containing a revised Schedule 1 accurately reflecting any changes required by such reallocation” shall be added immediately following the word “reallocation” in the third sentence of Section 11.7;

(b) the following sentences shall be added to the end of Section 11.7:

“Notwithstanding anything to the contrary contained herein, the definitions of “Additional Purchasers”, “Additional Purchaser Shares” and “Additional Purchaser Commitment”, Section 3.1(a) (only the last two sentences), Section 3.3(c)(ii), Section 3.6(e), Section 4.3(d), Section 7.16 (except for the first two sentences), Section 9.1(b) (solely as it relates to the rights or obligations of any Additional Purchaser and only to the extent that such amendment would be material and discriminatorily adverse to the Additional Purchasers as a group relative to the Lead Investors as a group), Section 11.7 (only the sentences inserted into such Section pursuant to the Third Amendment), Section 11.9(b) (only subclause (i)(B)), Section 11.9(c)(v), Section 11.12 (only the sentence inserted into such Section pursuant to the Third Amendment), and Schedule 7 may not be amended or modified without the prior written consent of each Additional Purchaser affected by any such amendment or modification, except as specifically permitted by Section 8.5 to effect a Regulatory Reallocation. Additionally, no amendment that is material and discriminatorily adverse to the Additional Purchasers as a group relative to the Lead Investors as a group (except as specifically permitted by Section 8.5 to effect a Regulatory Reallocation) shall be effective without the prior written consent of any Additional Purchaser affected by such amendment.”

25. Section 11.9 — Specific Performance; Limitations on Remedies. Section 11.9 of the Equity Commitment Agreement is hereby amended as follows:

(a) Section 11.9(a) is hereby deleted in its entirety and replaced with the following:

“(a) The Company and each Investor and each Additional Purchaser acknowledge and agree that, in the event any provision of this Agreement is not performed by the Company in accordance with its specific terms or is otherwise breached by the Company (including any provision requiring the payment of all or a portion of the Stock Right Premium, the Arrangement Premium, the Alternative Transaction Damages and/or Transaction Expenses), (i) the Investors and/or the Additional Purchasers, as the case may be, may not have an adequate remedy at law in the form of money damages and (ii) in addition to any other rights and remedies existing in its favor, the Investors and/or the Additional Purchasers, as the case may be, shall have the right to bring an action to enforce specifically the terms and provisions of this Agreement and to obtain an injunction, injunctions or any form of equitable relief to prevent breaches of this Agreement.”;

(b) Section 11.9(b) is hereby deleted in its entirety and replaced with the following:

“(b) The Company hereby (i) waives, on behalf of itself and its Affiliates, any and all common law, statutory or other remedies the Company or any of its Affiliates may have against any Investor or any Additional Purchaser in respect of any claims or causes of actions arising out of or relating to the Rights Offering, this Agreement and any of the transactions contemplated thereby and hereby, except for (A) the remedy expressly set forth in Section 11.9(c)(ii), and (B) solely with respect to the Additional Purchasers, any right to specifically enforce any obligations of an Additional Purchaser under Section 7.16, which remedies described in (A) and (B) above the Company agrees shall be its sole and exclusive remedies for any such claims or causes of action and (ii) agrees that, to the extent it or any of its Affiliates incur Losses arising from or in connection with a breach by any Investor or Additional Purchasers of its representations, warranties, covenants and agreements contained in this Agreement, in no event shall the Company or its Affiliates seek to recover any money damages from (or seek any other remedy based on any legal, contractual or equitable theory against) such Investor or Additional Purchaser or any of their respective Affiliates except as otherwise expressly provided in Section 11.9(c)(ii). Notwithstanding anything to the contrary contained in this Agreement, the Company acknowledges and agrees that (i) the liability of the Investors and the Additional Purchasers under this Agreement shall be several and not joint and (ii) under no circumstance shall the Investors or the Additional Purchasers and their respective Affiliates be liable for any punitive, special, indirect or consequential damages.”;

(c) The introductory phrase of Section 11.9(c) is amended by deleting the phrase “ and the Investors” and inserting in lieu thereof the phrase “, the Investors, and the Additional Purchasers”;

(d) Section 11.9(c)(iii) is amended by deleting such Section and replacing it with the following: “the sole and exclusive remedy available to any Investor or Additional Purchaser against any other Investor or Additional Purchaser or any of their respective Affiliates under this Agreement or in connection with the transactions contemplated hereby shall be pursuant to Article IX”;

(e) The following shall be added as a new Section 11.9(c)(v) to the Equity Commitment Agreement:

“(v) in the event any provision of this Agreement is not performed by any Additional Purchaser in accordance with

its specific terms or is otherwise breached by an Additional Purchaser, no Party or any of its Affiliates shall have any right to enforce specifically with respect to such Additional Purchaser the terms and provisions of this Agreement (other than the terms and provisions of Section 7.16) and shall not be entitled to an injunction, injunctions or any form of equitable relief to prevent breaches by any Additional Purchaser of this Agreement (other than to prevent breaches by an Additional Purchaser of Section 7.16).”; and

(f) Section 11.9(d) shall be amended by (i) deleting the phrase “the Company acknowledges and agrees that no Person other than the Investors and their permitted assignees shall have any obligation under this Agreement” and replacing it with “the Company acknowledges and agrees that no Person other than the Investors and their permitted assignees and the Additional Purchasers and their permitted assignees shall have any obligation under this Agreement” and (ii) adding the phrase “or Additional Purchasers” after each other instance of the word “Investors” in such Section 11.9(d).

26. Section 11.11 — No Reliance. Section 11.11 of the Equity Commitment Agreement is hereby amended by deleting such section and replacing it with the following:

“No Reliance. No Investor and no Additional Purchaser or any of their respective Related Parties shall have any duties or obligations to the other Investors or Additional Purchasers in respect of this Agreement, the Plan or the transactions contemplated hereby or thereby, except those expressly set forth herein. Without limiting the generality of the foregoing, (a) no Investor or Additional Purchaser or any of their respective Related Parties shall be subject to any fiduciary or other implied duties to the other Investors or Additional Purchasers, (b) no Investor or Additional Purchaser or any of their respective Related Parties shall have any duty to take any discretionary action or exercise any discretionary powers on behalf of any other Investor or Additional Purchaser, (c) (i) no Investor or Additional Purchaser any of their respective Related Parties shall have any duty to the other Investors or Additional Purchasers to obtain, through the exercise of diligence or otherwise, to investigate, confirm, or disclose to the other Investors or Additional Purchasers any information relating to the Company or any of its Subsidiaries or Joint Ventures that may have been communicated to or obtained by such Investor or Additional Purchaser or any of their Affiliates in any capacity and (ii) no Investor or Additional Purchaser may rely, and each confirms that it has not relied, on any due diligence investigation that any other Investor, Additional Purchaser or any Person acting on behalf of such other Investor or Additional Purchaser may have conducted with respect to the Company or any of its Affiliates or any of their respective securities and (d) each Investor and Additional Purchaser acknowledges that no other Investor or Additional Purchaser is acting as a placement agent, initial purchaser, underwriter, broker or finder with respect



to its Investor Shares, Allotted Portion of its Equity Commitment, Additional Purchaser Shares or Additional Purchaser Commitment.”

27. Section 11.12 — Publicity. Section 11.12 of the Equity Commitment Agreement is hereby amended by adding the following at the end thereof: “At all times prior to the Effective Date or the earlier termination of this Agreement in accordance with its terms, (i) no Additional Purchaser shall issue any press release or otherwise make any public announcements with respect to the transactions contemplated by this Agreement without the prior written consent of the Company and the Requisite Investors; provided, however, that any Additional Purchaser may make any disclosure or filing, with regard to its obligations hereunder, required by Law to be made by such Additional Purchaser after good faith consultation with the Company and the Requisite Investors and (ii) the Company and Requisite Investors shall consult in good faith with the Additional Purchasers prior to issuing any press release or otherwise making any public announcements with respect to this Amendment.”

28. Schedule 1 to the Equity Commitment Agreement. Schedule 1 attached to the Equity Commitment Agreement shall be replaced by the revised Schedule 1, attached as Exhibit I to this Amendment.

29. Schedule 7 to the Equity Commitment Agreement. Schedule 7, attached as Exhibit II to this Amendment, shall be added as Schedule 7 to the Equity Commitment Agreement.

**B. Acknowledgements.**

1. For the avoidance of doubt, the changes contemplated by this Amendment (collectively, the “Contemplated Changes”) (a) do not constitute a Change of Recommendation or an Alternate Transaction and (b) shall be effective as of the date hereof; provided that the failure of the Bankruptcy Court to approve any such Contemplated Changes (to the extent any objection to the Contemplated Changes is brought) shall not affect the validity and enforceability of the Contemplated Changes to Section 7.16 of the Equity Commitment Agreement except as otherwise specifically provided therein.

2. Each Amending Investor hereby acknowledges, for the avoidance of doubt, that (a) the Contemplated Changes do not constitute a material adverse change or modification to the treatment of the Claims of holders of Visteon Notes (as defined in the Plan Support Agreement) under the Amended Plan (as defined in the Plan Support Agreement) in the form attached to the Plan Support Agreement as of the date of such agreement, and further agrees and acknowledges that such Amending Investor shall not take any action to terminate the Plan Support Agreement with respect to such Amending Investor under Section 7.1(d) thereof or otherwise in connection with or as a result of the Contemplated Changes and (b) the granting to the Additional Purchasers of the right to purchase the Additional Purchaser Shares and the reduction in the number of Direct Subscription Shares the Amending Investors are entitled and obligated to purchase shall not constitute a Transfer to an Ultimate Purchaser and is not subject to the Section 3.6(c) of the Equity Commitment Agreement.

3. Nothing in this Amendment shall be deemed to prohibit any Additional Purchaser from transferring any existing common stock of the Company held by such Additional Purchaser prior to the Effective Date, subject to the provisions of Section 7.16 of the Equity Commitment Agreement (including the incorporation of Sections 2.2 and 2.3 of the Plan Support Agreement therein pursuant hereto) and subject to applicable securities laws.

4. The Parties to this Amendment hereby agree that each of the Additional Purchasers and Related Additional Purchasers shall be entitled to become a party to the Registration Rights Agreement, and upon executing a joinder thereto shall become entitled to the rights and privileges thereunder as a “Holder” (as defined in the Registration Rights Agreement), concurrently with the execution of such Registration Rights Agreement by and among the Company and the Investors, their Related Purchasers and Ultimate Purchasers.

C. 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 (including any amendments to such Sections herein) 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:

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

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CQS CONVERTIBLE AND QUANTITATIVE  
STRATEGIES MASTER FUND LIMITED

By: \_\_\_\_\_

Name:

Title: Authorized Signatory

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

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CQS DIRECTIONAL OPPORTUNITIES MASTER FUND  
LIMITED

By: \_\_\_\_\_

Name:

Title: Authorized Signatory

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

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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

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ELLIOTT INTERNATIONAL, L.P.

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

By: \_\_\_\_\_  
Name: Elliot Greenberg  
Title: Vice President

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

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

By: \_\_\_\_\_  
Name:  
Title:

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

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KIVU INVESTMENT FUND LIMITED

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory

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

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MONARCH MASTER FUNDING LTD

By: MONARCH ALTERNATIVE CAPITAL LP,  
its investment advisor

By: \_\_\_\_\_  
Name: Christopher Santana  
Title: Managing Principal

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

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

By: \_\_\_\_\_  
Name:  
Title:

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

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

By: \_\_\_\_\_  
Name:  
Title:

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

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THE LIVERPOOL LIMITED PARTNERSHIP

By: Liverpool Associates, Ltd., as General  
Partner

By: \_\_\_\_\_  
Name: Elliot Greenberg  
Title: Vice President

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

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ALDEN GLOBAL DISTRESSED OPPORTUNITIES FUND,  
L.P.

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

By: \_\_\_\_\_  
Name:  
Title:

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

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ALLEN ARBITRAGE, L.P.

By:

\_\_\_\_\_  
Name: Tal Gurion

Title: Managing Director of Investment Manager

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

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ALLEN ARBITRAGE OFFSHORE

By:

Name: Tal Gurion

Title: Managing Director of Investment Manager

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

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ARMORY MASTER FUND LTD.

By: Armory Advisors LLC, its Investment  
Manager

By: \_\_\_\_\_  
Name: Jay Burnham  
Title: Manager

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

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CAPITAL VENTURES INTERNATIONAL

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

By: \_\_\_\_\_  
Name:  
Title:

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

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CASPIAN CAPITAL PARTNERS, L.P.

By: Mariner Investment Group, as Investment  
Advisor

By: \_\_\_\_\_  
Name: David Corleto  
Title: Principal

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

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CASPIAN SELECT CREDIT MASTER FUND, LTD.

By: Mariner Investment Group, as Investment  
Advisor

By: \_\_\_\_\_  
Name: David Corleto  
Title: Principal

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

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CITADEL SECURITIES LLC

By: \_\_\_\_\_  
Name:  
Title:

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

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CSS, LLC

By:

Name: Jerry White

Title: Partner

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

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CUMBERLAND PARTNERS

By: CUMBERLAND GP LLC, its General Partner

By: \_\_\_\_\_  
Name:  
Title:

*[Third 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:

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

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LONGVIEW PARTNERS B, L.P.

By: LONGVIEW B GP LLC, its General Partner

By: \_\_\_\_\_  
Name:  
Title:

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

---

CUMBER INTERNATIONAL S.A.

By: CUMBERLAND ASSOCIATES LLC, as Investment  
Adviser

By: \_\_\_\_\_  
Name:  
Title:

*[Third 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:

*[Third 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:

*[Third 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:

*[Third 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:

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

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CYRUS OPPORTUNITIES MASTER  
FUND II, LTD.

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

By: \_\_\_\_\_  
Name:  
Title:

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

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HALBIS DISTRESSED OPPORTUNITIES MASTER FUND,  
LTD.

By: \_\_\_\_\_  
Name:  
Title:

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

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MARINER LDC

By: Mariner Investment Group, as Investment Advisor

By: \_\_\_\_\_  
Name: David Corleto  
Title: Principal

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

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MARINER LDC

By: Riva Ridge Capital Management LP,  
as Investment Manager

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

By: \_\_\_\_\_

Name:

Title:

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

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MERCED PARTNERS LIMITED PARTNERSHIP

By: Global Capital Management, Inc., General Partner

By: \_\_\_\_\_  
Name: Thomas G. Rock  
Title: Authorized Representative

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

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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

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

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NEWFINANCE ALDEN SPV

By: Alden Global Capital, its Trading Advisor

By: \_\_\_\_\_  
Name:  
Title:

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

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QVT FUND LP

By: QVT Associates GP LLC, its general partner

By: \_\_\_\_\_  
Name:  
Title:

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

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QUINTESSENCE FUND L.P.

By: QVT Associates GP LLC, its general partner

By: \_\_\_\_\_  
Name:  
Title:

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

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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:

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

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SENECA CAPITAL, L.P.

By:

Name: Mike Anastasio

Title: CFO

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

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

By: \_\_\_\_\_  
Name:  
Title:

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

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SPECTRUM INVESTMENT PARTNERS, L.P.

By: Spectrum Group Management LLC, its general  
partner

By: \_\_\_\_\_  
Name: Jeffrey A. Schaffer  
Title: Managing Member

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

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SIPI MASTER LTD.

By: Spectrum Investment Management LLC,  
its investment manager

By: \_\_\_\_\_  
Name: Jeffrey A. Schaffer  
Title: Managing Member

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

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STARK CRITERION MASTER FUND LTD.

By: Stark Criterion Management LLC

Its: Investment Manager

By: \_\_\_\_\_

Name:

Title:

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

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STARK MASTER FUND LTD.

By: Stark Offshore Management LLC

Its: Investment Manager

By: \_\_\_\_\_

Name:

Title:

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

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THE SEAPORT GROUP LLC PROFIT SHARING PLAN

By: Armory Advisors LLC, its Investment Advisor

By: \_\_\_\_\_  
Name: Jay Burnham  
Title: Manager

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

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UBS Securities LLC

By: \_\_\_\_\_  
Name:  
Title:

UBS Securities LLC

By: \_\_\_\_\_  
Name:  
Title:

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

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VENOR CAPITAL MASTER FUND LTD.

By: \_\_\_\_\_  
Name: Michael Wartell  
Title: Authorized Signatory

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

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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:

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

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WHITEBOX COMBINED PARTNERS, L.P.

By: Whitebox Combined Advisors, LLC, its General  
Partner

By: Whitebox Advisors, LLC, its Managing Member

By: \_\_\_\_\_

Name:

Title:

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

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DAVIDSON KEMPNER PARTNERS

By: \_\_\_\_\_  
Name:  
Title:

*[Third Amendment to the Equity Commitment Agreement — Additional Purchaser Signature Page]*

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DAVIDSON KEMPNER INSTITUTIONAL  
PARTNERS, L.P.

By: \_\_\_\_\_  
Name:  
Title:

*[Third Amendment to the Equity Commitment Agreement — Additional Purchaser Signature Page]*

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M.H. DAVIDSON & CO.

By: \_\_\_\_\_  
Name:  
Title:

*[Third Amendment to the Equity Commitment Agreement — Additional Purchaser Signature Page]*

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DAVIDSON KEMPNER INTERNATIONAL,  
LTD.

By: \_\_\_\_\_  
Name:  
Title:

*[Third Amendment to the Equity Commitment Agreement — Additional Purchaser Signature Page]*

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DAVIDSON KEMPNER DISTRESSED  
OPPORTUNITIES FUND L.P.

By: \_\_\_\_\_  
Name:  
Title:

*[Third Amendment to the Equity Commitment Agreement — Additional Purchaser Signature Page]*

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DAVIDSON KEMPNER DISTRESSED  
OPPORTUNITIES INTERNATIONAL LTD.

By: \_\_\_\_\_  
Name:  
Title:

*[Third Amendment to the Equity Commitment Agreement — Additional Purchaser Signature Page]*

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BRIGADE LEVERAGED CAPITAL  
STRUCTURES FUND LTD.

By: \_\_\_\_\_  
Name:  
Title:

*[Third Amendment to the Equity Commitment Agreement — Additional Purchaser Signature Page]*

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PLAINFIELD OC MASTER FUND LIMITED

By: \_\_\_\_\_  
Name:  
Title:

*[Third Amendment to the Equity Commitment Agreement — Additional Purchaser Signature Page]*

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PLAINFIELD LIQUID STRATEGIES MASTER  
FUND LIMITED

By: \_\_\_\_\_  
Name:  
Title:

*[Third Amendment to the Equity Commitment Agreement — Additional Purchaser Signature Page]*

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PLAINFIELD SPECIAL SITUATIONS MASTER  
FUND II LIMITED

By: \_\_\_\_\_  
Name:  
Title:

*[Third Amendment to the Equity Commitment Agreement — Additional Purchaser Signature Page]*

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SCHEDULE I TO THE EQUITY COMMITMENT AGREEMENT  
(omitted)

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SCHEDULE 7 TO THE EQUITY COMMITMENT AGREEMENT  
(omitted)