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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 13D**

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

**VISTEON CORPORATION**

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(Name of Issuer)

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

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92839U107  
(CUSIP Number)

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David Kelly, Esq.  
UBS AG  
677 Washington Blvd  
Stamford CT 06901  
203-719-3000

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

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June 13, 2010  
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§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 Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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CUSIP No. 92839U107

<b>1</b>	NAMES OF REPORTING PERSONS  UBS AG directly and on behalf of certain subsidiaries		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="radio"/> o (b) <input checked="" 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 checked="" type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Switzerland		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		<b>7</b>	SOLE VOTING POWER  160,817
		<b>8</b>	SHARED VOTING POWER
		<b>9</b>	SOLE DISPOSITIVE POWER  160,817
		<b>10</b>	SHARED DISPOSITIVE POWER
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  160,817		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="radio"/> o		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.12%		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  BK		

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This Amendment No. 1 supplements the information set forth in the Schedule 13D filed by the Reporting Persons (as defined therein) with the United States Securities and Exchange Commission on May 18, 2010 (the “Schedule 13D”) relating to the shares of Common Stock, par value \$1.00 per share (the “Shares”) of Visteon Corporation, a Delaware corporation (“Issuer”). Capitalized terms used herein and not otherwise defined have the meaning assigned to such terms in the Schedule 13D.

The information set forth in response to each separate Item below shall be deemed to be a response to all Items where such information is relevant. The Schedule 13D is hereby amended as follows:

**Item 1. Security and Issuer.**

This Statement on Schedule 13D relates to shares of Common Stock, par value \$1.00 per share (the “Shares”) of Visteon Corporation, a Delaware corporation (“Issuer”) held by UBS AG. The address of the principal executive office of the Issuer is One Village Center Drive, Van Buren Township, Michigan 48111.

**Item 2. Identity and Background.**

(a) — (c) This Schedule 13D is being filed on behalf of UBS AG (the “Reporting Person”). UBS AG’s principal business offices are located at:

Bahnhofstrasse 45  
CH-8001  
Zurich, Switzerland

and

Aeschenvorstadt 1  
CH-4051  
Basel, Switzerland

UBS AG is a major international banking and financial firm. UBS AG, a Swiss banking corporation, is publicly owned, and its shares are listed on the Zurich and New York exchanges. UBS Securities LLC is a wholly owned subsidiary of UBS AG. Like most securities firms, UBS Securities LLC is, and has been, a defendant in numerous legal actions brought by private plaintiffs relating to its securities business that allege various violations of federal and state securities laws. UBS AG files annual reports on Form 20-F with the SEC, and also files quarterly reports and certain other material information with the SEC under cover of Form 6-K. These reports are publicly available. These reports include material information about UBS Securities LLC matters, including information about any material litigation or administrative proceedings.

Further, UBS AG, UBS Securities LLC and other affiliated entities, like most large, full service investment banks and broker-dealers, receive inquiries and are sometimes involved in investigations by the Federal Reserve Bank, SEC, NYSE and various other regulatory organizations and government agencies. UBS AG and its affiliates and subsidiaries fully cooperate with the authorities in all such requests. UBS Securities LLC regularly reports to the Financial Industry Regulatory Authority, Inc on form B-D and to the SEC on the Schedule E to Form ADV investigations that result in orders. These reports are publicly available.

(d) — (e) During the last five years, the Reporting Person, nor to the best of the Reporting Person's knowledge, any of the executive officers has not (1) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (2) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding 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 laws or finding any violation with respect to such laws, except as follows:

**Auction Rate Securities:** UBS was sued by four state regulatory authorities and was the subject of investigations by the SEC and other regulators, relating to the marketing and sale of auction rate securities (ARSs) to clients and to UBS's role and participation in ARS auctions and underwriting of ARSs. UBS was also named in several putative class actions and individual civil suits and a large number of individual arbitrations. The regulatory actions and investigations and the civil proceedings followed the disruption in the markets for these securities and related auction failures since mid-February 2008. Plaintiffs and the regulators generally sought rescission, i. e., for UBS to purchase the ARSs that UBS sold to them at par value, as well as compensatory damages, disgorgement of profits and in some cases penalties. On 8 August 2008, UBS entered into settlements in principle with the SEC, the New York Attorney General (NYAG) and other state agencies represented by the North American Securities Administrators Association (NASAA), whereby UBS agreed to offer to buy back ARSs from eligible customers within certain time periods, the last of which begins on 30 June 2010, and to pay penalties of USD 150 million (USD 75 million to the NYAG, USD 75 million to the other states). UBS subsequently finalized its settlement with the State of Massachusetts, the SEC and the NYAG, and is continuing to finalize agreements with the other state regulators. UBS's settlement is largely in line with similar industry regulatory settlements. The NYAG and SEC continue to investigate individuals affiliated with UBS who traded in ARSs or who had responsibility for disclosures.

**US Cross-Border:** UBS AG has been responding to a number of governmental inquiries and investigations relating to its cross-border private banking services to US private clients during the years 2000-2007. On 18 February 2009, UBS announced that it had entered into a Deferred Prosecution Agreement (DPA) with the US Department of Justice Tax Division (DOJ) and the United States Attorney's Office for the Southern District of Florida, and a Consent Order with the SEC relating to these investigations. As part of these settlement agreements, among other things: (i) UBS will pay a total of USD 780 million to the United States, USD 380 million representing disgorgement of profits from maintaining the US cross-border business and USD 400 million representing US federal backup withholding tax required to be withheld by UBS, together with interest and penalties, and restitution for unpaid taxes associated with certain account relationships involving fraudulent sham and nominee offshore structures and otherwise as covered by the DPA; (ii) UBS will complete the exit of the US cross-border business out of non-SEC registered entities, as announced in July 2008, which these settlements permit UBS to do in a lawful, orderly and expeditious manner; (iii) UBS will implement and maintain an effective program of internal controls with respect to compliance with its obligations under its Qualified Intermediary (QI) Agreement with the Internal Revenue Service (IRS), as well as a revised legal and compliance governance structure in order to strengthen independent legal and compliance controls; and (iv) pursuant to an order issued by the Swiss Financial Market Supervisory Authority (FINMA), information was transferred to the DOJ regarding accounts of certain US clients as set forth in the DPA who, based on evidence available to UBS, appear to have committed tax fraud or the like within the meaning of the Swiss-US Double Taxation Treaty. Pursuant to the DPA, the DOJ has agreed that any further prosecution of UBS will be deferred for a period of at least 18 months, subject to extension under certain circumstances such as UBS needing more time to complete the implementation of the exit of its US cross-border business. If UBS satisfies all of its obligations under the DPA, the DOJ will refrain permanently from pursuing charges against UBS relating to the investigation of its US cross-border business. As part of the SEC resolution, the SEC filed a Complaint against UBS in US Federal District Court in Washington, D.C., charging UBS with acting as an unregistered broker-dealer and investment advisor in connection with maintaining its US cross-border business. Pursuant to the Consent Order, UBS did not admit or deny the allegations in that Complaint, and consented to the entry of a final judgment

that provides, among other things, that: (i) UBS will pay USD 200 million to the SEC, representing disgorgement of profits from the US cross-border business (this amount is included in, and not in addition to, the USD 780 million UBS is paying to the United States as described above); and (ii) UBS will complete its exit of the US cross-border business and will be permanently enjoined from violating the SEC registration requirements by providing broker-dealer or investment advisory services to US persons through UBS entities not registered with the SEC. The District Court entered the final judgment on 19 March 2009.

(f) The Reporting Persons may be deemed to be members of a “group” for purposes of Section 13(d)(3) of the Securities Exchange Act of 1934 (the “Exchange Act”). See Item 6 below. The Reporting Persons expressly disclaim that they have agreed to act as a group.

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

The Shares were acquired in open market purchases using internally generated funds of UBS AG (“UBS”) and the affiliates that purchased the subject securities. No funds or consideration were borrowed or obtained for the purpose of acquiring the Shares.

**Item 4. Purpose of Transaction.**

The Reporting Persons acquired these Shares for investment purposes. The Reporting Persons do not have any present plan or proposal that would relate to or result in any of the matters specified in Item 4 of Schedule 13D except as set forth in Item 6 below, as amended or supplemented. The information set forth in Item 6 of this Schedule 13D as amended or supplemented is hereby incorporated herein by reference.

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

(a) — (b) As of April 26, 2010, the number of Shares outstanding was 130,320,880 according to the Issuer’s Form 10-Q filed on April 30, 2010. As of the date hereof, the Reporting Persons are the beneficial owners of 160,817 Shares, which constitutes 0.12% of the Issuer’s outstanding Shares. The Reporting Persons have the sole power to vote and sole power to dispose of 160,817 Shares. The information set forth in Item 6 of this Schedule 13D as amended or supplemented is hereby incorporated herein by reference.

(c) Except as set forth on Exhibit A attached hereto, there have been no transactions with respect to the Shares during the sixty days prior to the date of this Schedule 13D by the Reporting Persons or, to their knowledge, by any executive officer or director of the Reporting Persons.

(d) Except for clients of UBS AG or its affiliates who may have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, shares of Common Stock, if any, held in client accounts with respect to which UBS AG or employees of UBS AG have voting or investment discretion, or both, no other person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any shares of Common Stock beneficially owned by the Reporting Persons.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 of the Schedule 13D is hereby supplemented by adding the following at the end thereof:

On May 24, 2010, the Debtors filed with the Bankruptcy Court a Third Amended Joint Plan of Reorganization and a related Third Amended Disclosure Statement pursuant to the Bankruptcy Code. The Third Amended Joint Plan of Reorganization of the Debtors is included as Exhibit 99.1 to the Issuer's Current Report on Form 8-K filed on May 27, 2010.

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

On June 14, 2010, the Debtors filed with the Bankruptcy Court a Fourth Amended Joint Plan of Reorganization of the Debtors (the "Fourth Amended Plan") and a related Fourth Amended Disclosure Statement ("Fourth Amended Disclosure Statement") pursuant to the Bankruptcy Code. The Fourth Amended Plan provides, among other things, that, under the Rights Offering Sub Plan (as defined in the Fourth Amended Plan), except to the extent that a holder of a Term Loan Facility Claim (as defined in the Fourth Amended Plan) agrees to a less favorable treatment, (i) if the creditor class comprised of holders of the Term Loan Facility Claims votes to accept the Fourth Amended Plan, such holders shall be paid in full in cash on the Effective Date (as defined in the Fourth Amended Plan) or as soon as practicable thereafter, or (ii) if the creditor class comprised of holders of the Term Loan Facility Claims does not vote to accept the Fourth Amended Plan, the Issuer shall have the option, subject to the reasonable consent of certain of the Investors, to seek to reinstate certain of the Term Loan Facility Claims. The Fourth Amended Plan also provides, among other things, that, under the Rights Offering Sub Plan (as defined in the Fourth Amended Plan), if the class comprised of holders of Interests (as defined in the Fourth Amended Plan) in the Issuer votes to accept the Fourth Amended Plan, certain holders of Interests in the Issuer shall receive on the Effective Date or as soon as practicable thereafter pro rata portions of (i) warrants to purchase equity in the Reorganized Debtors (as defined in the Fourth Amended Plan), and (ii) 2.0% of the Distributable Equity (as defined in the Fourth Amended Plan), except to the extent that a holder of an Interest in the Issuer agrees to a less favorable treatment. The above summary of the material terms of the Fourth Amended Plan is qualified in its entirety by reference to the text of the Fourth Amended Plan, a copy of which is included as Exhibit 99.1 to the Issuer's Current Report on Form 8-K filed on June 17, 2010.

On June 15, 2010 by release of the Investors' signature pages thereto, the Issuer and the Investors entered into the First Amendment to the Plan Support Agreement. The First Amendment to the Plan Support Agreement amends the Plan Support Agreement to conform to the Fourth Amended Plan and the Fourth Amended Disclosure Statement. The above summary of the material terms of the First Amendment to the Plan Support Agreement is qualified in its entirety by reference to the text of the First Amendment to the Plan Support Agreement, a copy of which is attached hereto as Exhibit E.

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

Item 7 of the Schedule 13D is hereby supplemented<sup>1</sup> by adding the following at the end thereof:

Exhibit A — Transactions in the Shares effected in the past 60 days

Exhibit B — Third Amended Joint Plan of Reorganization for Visteon Corporation and its Debtor Affiliates.  
(Incorporated herein by reference to Exhibit 99.1 to the Issuer's Current Report on Form 8-K filed on May 27, 2010)

Exhibit C — Fourth Amended Joint Plan of Reorganization for Visteon Corporation and its Debtor Affiliates.  
(Incorporated herein by reference to Exhibit 99.1 to the Issuer's Current Report on Form 8-K filed on June 17, 2010)

Exhibit D — First Amendment to Equity Commitment Agreement, dated as of June 13, 2010, by and between Visteon Corporation and certain investors.

Exhibit E — First Amendment to Plan Support Agreement, dated as of June 13, 2010, by and between Visteon Corporation and certain investors.

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<sup>1</sup> If the Reporting Persons traded Visteon Shares in the past 60 days, they must amend and restate Exhibit A to the Schedule 13D.

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**SIGNATURES**

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

Date: June 22, 2010

By: /s/ Anthony DeFilippis  
Name: Anthony DeFilippis  
Title: Executive Director

By: /s/ Gordon Kiesling  
Name: Gordon Kiesling  
Title: Executive Director



**Exhibit A****Transactions in the Shares of Visteon Corporation effected in the past 60 days**

<b>For the Account of</b>	<b>Date of Transaction</b>	<b>Nature of Transaction</b>	<b>Number of Shares</b>	<b>Price per Share</b>
UBS Securities LLC	4/13/2010	Buy	111,198	1.1560
UBS Securities LLC	4/13/2010	Sell	110,998	1.1530
UBS Securities LLC	4/14/2010	Buy	138,210	1.1370
UBS Securities LLC	4/14/2010	Sell	143,452	1.1390
UBS Securities LLC	4/15/2010	Buy	59,433	1.0810
UBS Securities LLC	4/15/2010	Sell	57,596	1.0850
UBS Securities LLC	4/16/2010	Buy	868,620	1.0970
UBS Securities LLC	4/16/2010	Sell	856,815	1.0970
UBS Securities LLC	4/19/2010	Buy	164,292	1.0080
UBS Securities LLC	4/19/2010	Sell	177,539	1.0140
UBS Financial Services Inc	4/19/2010	Sell	546	1.0200
UBS Securities LLC	4/20/2010	Buy	390,371	1.2400
UBS Securities LLC	4/20/2010	Sell	380,724	1.2420
UBS Securities LLC	4/21/2010	Buy	27,187	1.2470
UBS Securities LLC	4/21/2010	Sell	35,184	1.2510
UBS Securities LLC	4/22/2010	Buy	133,232	1.3220
UBS Securities LLC	4/22/2010	Sell	130,277	1.3220
UBS Securities LLC	4/23/2010	Buy	188,789	1.4950
UBS Securities LLC	4/23/2010	Sell	192,183	1.4930
UBS Securities LLC	4/26/2010	Buy	320,754	1.6820
UBS Securities LLC	4/26/2010	Sell	321,727	1.6840
UBS Securities LLC	4/27/2010	Buy	496,919	1.7150
UBS Securities LLC	4/27/2010	Sell	496,297	1.7140
UBS Securities LLC	4/28/2010	Buy	97,122	1.5830
UBS Securities LLC	4/28/2010	Sell	92,735	1.5810
UBS Securities LLC	4/29/2010	Buy	104,602	1.6280
UBS Securities LLC	4/29/2010	Sell	109,952	1.6290
UBS Securities LLC	4/30/2010	Buy	412,222	1.8160
UBS Securities LLC	4/30/2010	Sell	410,375	1.8150
UBS Securities LLC	5/3/2010	Buy	65,035	1.7330
UBS Securities LLC	5/3/2010	Sell	66,146	1.7320
UBS Securities LLC	5/4/2010	Buy	17,452	1.6270
UBS Securities LLC	5/4/2010	Sell	17,332	1.6280
UBS Securities LLC	5/5/2010	Buy	253,392	1.8060
UBS Securities LLC	5/5/2010	Sell	254,048	1.8060
UBS Securities LLC	5/6/2010	Buy	288,291	1.9380

<b>For the Account of</b>	<b>Date of Transaction</b>	<b>Nature of Transaction</b>	<b>Number of Shares</b>	<b>Price per Share</b>
UBS Securities LLC	5/6/2010	Sell	287,825	1.9380
UBS Securities LLC	5/7/2010	Buy	222,821	1.6620
UBS Securities LLC	5/7/2010	Sell	223,522	1.6630
UBS Securities LLC	5/10/2010	Buy	67,892	1.7900
UBS Securities LLC	5/10/2010	Sell	66,292	1.7850
UBS Securities LLC	5/11/2010	Buy	61,499	1.6560
UBS Securities LLC	5/11/2010	Sell	63,216	1.6570
UBS Securities LLC	5/12/2010	Buy	97,900	1.6180
UBS Securities LLC	5/12/2010	Sell	98,098	1.6150
UBS Securities LLC	5/13/2010	Buy	496,490	1.3010
UBS Securities LLC	5/13/2010	Sell	496,090	1.3010
UBS Securities LLC	5/14/2010	Buy	132,484	1.2440
UBS Securities LLC	5/14/2010	Sell	127,984	1.2420
UBS Securities LLC	5/17/2010	Buy	610,064	0.9160
UBS Securities LLC	5/17/2010	Sell	612,100	0.9180
UBS Securities LLC	5/18/2010	Buy	535,137	0.7830
UBS Financial Services Inc	5/18/2010	Sell	71	0.7600
UBS Securities LLC	5/18/2010	Sell	533,601	0.7820
UBS Securities LLC	5/19/2010	Buy	440,015	0.6980
UBS Securities LLC	5/19/2010	Sell	442,355	0.6970
UBS Securities LLC	5/20/2010	Buy	197,361	0.7610
UBS Securities LLC	5/20/2010	Sell	198,471	0.7610
UBS Securities LLC	5/21/2010	Buy	889,919	1.2130
UBS Securities LLC	5/21/2010	Sell	888,869	1.2130
UBS Securities LLC	5/24/2010	Buy	710,353	1.5930
UBS Securities LLC	5/24/2010	Sell	712,353	1.5930
UBS Securities LLC	5/25/2010	Buy	442,467	1.4910
UBS Securities LLC	5/25/2010	Sell	441,164	1.4920
UBS Securities LLC	5/26/2010	Buy	155,949	1.3690
UBS Securities LLC	5/26/2010	Sell	158,050	1.3760
UBS Securities LLC	5/27/2010	Buy	194,770	1.6130
UBS Securities LLC	5/27/2010	Sell	191,272	1.6140
UBS Securities LLC	5/28/2010	Buy	61,675	1.5270
UBS Securities LLC	5/28/2010	Sell	62,184	1.5280
UBS Securities LLC	6/1/2010	Buy	80,047	1.3340
UBS Securities LLC	6/1/2010	Sell	82,143	1.3320
UBS Securities LLC	6/2/2010	Buy	48,235	1.3580
UBS Securities LLC	6/2/2010	Sell	44,554	1.3540
UBS Securities LLC	6/3/2010	Buy	37,406	1.3900

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<b>For the Account of</b>	<b><u>Date of Transaction</u></b>	<b><u>Nature of Transaction</u></b>	<b><u>Number of Shares</u></b>	<b><u>Price per Share</u></b>
UBS Financial Services Inc	6/3/2010	Sell	26	1.3700
UBS Securities LLC	6/3/2010	Sell	34,582	1.3930
UBS Securities LLC	6/4/2010	Buy	31,600	1.3640
UBS Securities LLC	6/4/2010	Sell	38,200	1.3670
UBS Securities LLC	6/7/2010	Buy	9,944	1.3830
UBS Securities LLC	6/7/2010	Sell	7,220	1.3810
UBS Securities LLC	6/8/2010	Buy	52,626	1.2320
UBS Securities LLC	6/8/2010	Sell	55,350	1.2310
UBS Securities LLC	6/9/2010	Buy	127,073	1.0880
UBS Securities LLC	6/9/2010	Sell	127,073	1.0860
UBS Securities LLC	6/10/2010	Buy	120,924	1.1350
UBS Securities LLC	6/10/2010	Sell	120,911	1.1300
UBS Securities LLC	6/11/2010	Buy	77,955	1.1120
UBS Securities LLC	6/11/2010	Buy	2,500	1.0400
UBS Securities LLC	6/11/2010	Sell	2,500	1.0700
UBS Securities LLC	6/11/2010	Sell	73,829	1.1080
UBS Securities LLC	6/14/2010	Buy	153,274	1.0760
UBS Securities LLC	6/14/2010	Sell	149,413	1.0790
UBS Securities LLC	6/15/2010	Buy	159,298	0.9810
UBS Securities LLC	6/15/2010	Sell	167,198	0.9840
UBS Securities LLC	6/16/2010	Buy	169,083	0.8230
UBS Securities LLC	6/16/2010	Sell	169,183	0.8230
UBS Securities LLC	6/17/2010	Buy	425,287	0.6580
UBS Securities LLC	6/17/2010	Sell	422,437	0.6560
UBS Securities LLC	6/18/2010	Buy	353,457	0.5490
UBS Securities LLC	6/18/2010	Sell	356,307	0.5490

**FIRST AMENDMENT TO THE EQUITY COMMITMENT AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

VISTEON CORPORATION

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

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

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CQS CONVERTIBLE AND QUANTITATIVE  
STRATEGIES MASTER FUND LIMITED

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

*[First 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

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

---

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

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

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

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

---

ELLIOTT INTERNATIONAL, L.P.

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

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

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

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

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

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

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KIVU INVESTMENT FUND LIMITED

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

*[First 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

*[First 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:

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

---

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

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

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

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THE LIVERPOOL LIMITED PARTNERSHIP

By: Liverpool Associates, Ltd., as General  
Partner

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

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

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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:

*[First 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

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

---

ALLEN ARBITRAGE OFFSHORE

By: \_\_\_\_\_  
Name: Tal Gurion  
Title: Managing Director of Investment  
Manager

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

---

ARMORY MASTER FUND LTD.

By: Armory Advisors LLC, its Investment  
Manager

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

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

---

CAPITAL VENTURES INTERNATIONAL

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

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

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

---

CASPIAN CAPITAL PARTNERS, L.P.

By: Mariner Investment Group, as Investment  
Advisor

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

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

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CASPIAN SELECT CREDIT MASTER FUND, LTD.

By: Mariner Investment Group, as Investment  
Advisor

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

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

---



CITADEL SECURITIES LLC

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

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

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CSS, LLC

By: \_\_\_\_\_  
Name: Jerry White  
Title: Partner

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

---

CUMBERLAND PARTNERS

By: CUMBERLAND GP LLC, its General  
Partner

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

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

---

CUMBERLAND BENCHMARKED PARTNERS, L.P.

By: CUMBERLAND BENCHMARKED GP  
LLC, its General Partner

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

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

---

LONGVIEW PARTNERS B, L.P.

By: LONGVIEW B GP LLC, its General Partner

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

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

---

CUMBER INTERNATIONAL S.A.

By: CUMBERLAND ASSOCIATES LLC, as  
Investment Adviser

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

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

---

CYRUS EUROPE MASTER FUND LTD.

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

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

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

---

CYRUS SELECT OPPORTUNITIES  
MASTER FUND, LTD.

By: Cyrus Capital Partners, LP as Investment  
Manager

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

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

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CRESCENT 1 L.P.

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

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

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

---

CRS FUND LTD.

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

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

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

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CYRUS OPPORTUNITIES MASTER  
FUND II, LTD.

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

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

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

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HALBIS DISTRESSED OPPORTUNITIES MASTER  
FUND, LTD.

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

*[First 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

*[First 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:

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

---

MERCED PARTNERS LIMITED PARTNERSHIP

By: Global Capital Management, Inc., General Partner

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

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

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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

*[First 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:

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

---

QVT FUND LP

By: QVT Associates GP LLC, its general partner

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

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

---

QUINTESSENCE FUND L.P.

By: QVT Associates GP LLC, its general partner

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

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

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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:

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

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SENECA CAPITAL, L.P.

By: \_\_\_\_\_  
Name: Mike Anastasio  
Title: CFO

*[First 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:

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

---

SPECTRUM INVESTMENT PARTNERS, L.P.

By: Spectrum Group Management LLC, its general  
partner

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

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

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SIPI MASTER LTD.

By: Spectrum Investment Management LLC,  
its investment manager

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

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

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STARK CRITERION MASTER FUND LTD.

By: Stark Criterion Management LLC  
Its: Investment Manager

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

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

---

STARK MASTER FUND LTD.

By: Stark Offshore Management LLC  
Its: Investment Manager

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

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

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THE SEAPORT GROUP LLC PROFIT SHARING  
PLAN

By: Armory Advisors LLC, its Investment Advisor

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

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

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

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

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

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

---

VENOR CAPITAL MASTER FUND LTD.

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

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

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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:

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

---

WHITEBOX COMBINED PARTNERS, L.P.

By: Whitebox Combined Advisors, LLC, its General  
Partner

By: Whitebox Advisors, LLC, its Managing Member

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

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

**FIRST AMENDMENT TO THE PLAN SUPPORT AGREEMENT**

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

---

**CONSENTING SENIOR NOTE HOLDER**

**CQS Directional Opportunities  
Master Fund Limited**

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

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

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**CONSENTING SENIOR NOTE HOLDER**

**Kivu Investment Fund Limited**

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

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

---

**CONSENTING SENIOR NOTE HOLDER**

**Deutsche Bank Securities Inc.**

(solely with respect to the  
Distressed Products Group)

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

Name:

Title:

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

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**CONSENTING SENIOR NOTE HOLDER**

**Elliot International L.P.**

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

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

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

---

**CONSENTING SENIOR NOTE HOLDER**

**The Liverpool Limited Partnership**

By: Liverpool Associates, Ltd.  
as General Partner

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

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

---

**CONSENTING SENIOR NOTE HOLDER**

**Goldman, Sachs & Co.**

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

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

Name:

Title:

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

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**CONSENTING SENIOR NOTE HOLDER**

**Monarch Alternative Capital LP**  
(held through DTC 0005 Goldman)

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

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

---

**CONSENTING SENIOR NOTE HOLDER**

**Oak Hill Advisors, L.P.**

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

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

Name:

Title:

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

---

**CONSENTING SENIOR NOTE HOLDER**

**Sola Ltd**

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

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

---

**CONSENTING SENIOR NOTE HOLDER**

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

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

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

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