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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported) November 27, 2006

**VISTEON CORPORATION**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

1-15827

(Commission File Number)

38-3519512

(IRS Employer Identification No.)

One Village Center Drive, Van Buren Township, Michigan

(Address of principal executive offices)

48111

(Zip Code)

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

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

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

### **Item 1.01. Entry into a Material Definitive Agreement.**

The information set forth under Item 2.03 below is incorporated herein by reference.

## **SECTION 2 — FINANCIAL INFORMATION**

### **Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

On November 27, 2006, Visteon Corporation (the "Company") entered into an Incremental Term Loan Amendment (the "Incremental Term Loan Amendment") to its Credit Agreement, dated as of June 13, 2006 (the "Term Loan Credit Agreement"), with a syndicate of financial institutions, including JPMorgan Chase Bank, N.A., as administrative agent, and Citicorp USA, Inc., as syndication agent, to provide for an additional \$200 million secured term loan. The Company borrowed the full \$200 million upon closing, which will be used for general corporate purposes. This borrowing will bear interest at a Eurodollar rate plus 3% and will mature on June 13, 2013.

On November 27, 2006, the Company also entered into a First Amendment to the Term Loan Credit Agreement and a First Amendment to Credit Agreement and Consent to its Credit Agreement, dated as of August 14, 2006 with a syndicate of financial institutions, including JPMorgan Chase Bank, N.A., as administrative agent, Citicorp USA, Inc., as syndication agent, to permit the transactions contemplated by the Incremental Term Loan Amendment and to make other minor corrective changes.

The foregoing descriptions of the amendments are qualified in their entirety by reference to the text of the respective documents, copies of which are filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K. The Company's press release relating to the foregoing is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Some of the financial institutions party to the amendments and their affiliates have performed, and may in the future perform, various commercial banking, investment banking, brokerage, trustee and other financial advisory services in the ordinary course of business for the Company and its subsidiaries for which they have received, and will receive, customary fees and commissions.

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## SECTION 9 — FINANCIAL STATEMENTS AND EXHIBITS

### Item 9.01. Financial Statements and Exhibits.

#### (c) Exhibits.

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| 10.1 | Incremental Term Loan Amendment, dated as of November 27, 2006, to the Credit Agreement, dated as of June 13, 2006, among the Company, the several banks and other financial institutions or entities from time to time party thereto, Credit Suisse Securities (USA) LLC and Sumitomo Mitsui Banking Corporation, as co-documentation agents, Citicorp USA, Inc., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent.  |
| 10.2 | First Amendment, dated as of November 27, 2006, to the Credit Agreement, dated as of June 13, 2006, among the Company, the several banks and other financial institutions or entities from time to time party thereto, Credit Suisse Securities (USA) LLC and Sumitomo Mitsui Banking Corporation, as co-documentation agents, Citicorp USA, Inc., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent.  |
| 10.3 | First Amendment to Credit Agreement and Consent, dated as of November 27, 2006, to the Credit Agreement, dated as of August 14, 2006, among the Company, certain subsidiaries of the Company, the several banks and other financial institutions or entities from time to time party thereto, Bank of America, NA, Sumitomo Mitsui Banking Corporation, New York, and Wachovia Capital Finance Corporation (Central), as co-documentation agents, Citicorp USA, Inc., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent. |
| 99.1 | Press release dated November 27, 2006.  |
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**SIGNATURE**

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

VISTEON CORPORATION

Date: December 1, 2006

By: /s/ John Donofrio  
John Donofrio  
Senior Vice President and General Counsel

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**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>	<u>Page</u>
10.1	Incremental Term Loan Amendment, dated as of November 27, 2006, to the Credit Agreement, dated as of June 13, 2006, among Visteon Corporation, the several banks and other financial institutions or entities from time to time party thereto, Credit Suisse Securities (USA) LLC and Sumitomo Mitsui Banking Corporation, as co-documentation agents, Citicorp USA, Inc., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent.	
10.2	First Amendment, dated as of November 27, 2006, to the Credit Agreement, dated as of June 13, 2006, among Visteon Corporation, the several banks and other financial institutions or entities from time to time party thereto, Credit Suisse Securities (USA) LLC and Sumitomo Mitsui Banking Corporation, as co-documentation agents, Citicorp USA, Inc., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent.	
10.3	First Amendment to Credit Agreement and Consent, dated as of November 27, 2006, to the Credit Agreement, dated as of August 14, 2006, among Visteon Corporation, certain subsidiaries of Visteon Corporation, the several banks and other financial institutions or entities from time to time party thereto, Bank of America, NA, Sumitomo Mitsui Banking Corporation, New York, and Wachovia Capital Finance Corporation (Central), as co-documentation agents, Citicorp USA, Inc., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent.	
99.1	Press Release dated November 27, 2006.	

INCREMENTAL TERM LOAN AMENDMENT, dated as of November 27, 2006 (this "Incremental Term Loan Amendment"), to the CREDIT AGREEMENT, dated as of June 13, 2006 (as amended, supplemented or otherwise modified, the "Credit Agreement"), among VISTEON CORPORATION (the "Company"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders"), CITICORP USA, INC., as syndication agent (in such capacity, the "Syndication Agent"), JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent"), and J.P. MORGAN SECURITIES INC. and CITIGROUP GLOBAL MARKETS INC., as joint lead arrangers and joint bookrunners (in such capacities, the "Joint Lead Arrangers").

## WITNESSETH:

WHEREAS, the Company, the Lenders, the Administrative Agent, the Syndication Agent and the Joint Lead Arrangers are parties to the Credit Agreement;

WHEREAS, Section 2.17 of the Credit Agreement provides that the Company and the Administrative Agent may amend the Credit Agreement to provide for an increase in the size of the Term Loans (as defined in the Credit Agreement) with the consent of the Lenders (which may be new Lenders) providing such additional term loans, subject to the limitations and restrictions therein;

WHEREAS, the Company desires to increase the size of the Term Loans under the Credit Agreement in an aggregate amount of up to \$200,000,000, and the Administrative Agent and the Lenders party hereto are willing to enter into this Incremental Term Loan Amendment to provide for such additional term loans; and

WHEREAS, the Lenders (including the new Lenders) parties to this Incremental Term Loan Amendment are willing to commit to make, and to make, additional term loans under the Credit Agreement in the respective principal amounts set forth opposite such Lender's name on Schedule I to this Incremental Term Loan Amendment;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises contained herein, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS. Terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

SECTION 2. ADDITIONAL TERM LOAN COMMITMENTS. Subject to the terms and conditions of the Credit Agreement and this Incremental Term Loan Amendment, each Lender (including each new Lender) party hereto severally agrees to make a term loan (an "Incremental Term Loan") to the Company in a single drawing on the Incremental Term Loan Effective Date (as defined below) in the amount set forth opposite the name of such Lender on Schedule I to this Incremental Term Loan Amendment (the "Incremental Term Loan Commitment"). The Incremental Term Loans shall be deemed "Term Loans" under the Credit Agreement and the

Incremental Term Loan Commitments shall be deemed "Term Commitments" under the Credit Agreement and in each case shall be subject to the terms and conditions set forth therein.

SECTION 3. CONDITIONS TO EFFECTIVENESS OF THIS INCREMENTAL TERM LOAN AMENDMENT. This Incremental Term Loan Amendment shall become effective on the date (the "Incremental Term Loan Effective Date") on which the following conditions precedent shall have been satisfied (or waived):

(a) First Amendment to Credit Agreement. The Administrative Agent shall have received counterparts of this Incremental Term Loan Amendment, duly executed and delivered by the Company and each of the Lenders making Incremental Term Loans as of the Incremental Term Loan Effective Date.

(b) Fees. All expenses required to be paid to the Administrative Agent on or before the Incremental Term Loan Effective Date for which invoices have been presented shall have been paid.

(c) Officer's Certificate. The Administrative Agent shall have received a certificate from the Chief Financial Officer of the Company that after giving effect to the transactions contemplated herein the conditions set forth in paragraphs (q) and (r) of Section 4 of the Credit Agreement are satisfied (it being understood that with respect to the condition set forth in paragraph (q) of Section 4, for purposes of this Amendment (i) representations and warranties which relate to an earlier date shall be true and accurate in all material respects on and as of such earlier date, (ii) the representation made in the last sentence of Section 3.1(b) shall not be made as of the date hereof and (iii) the representation made in Section 3.2 shall refer to "September 30, 2006" instead of "December 31, 2005").

SECTION 4. PAYMENT OF EXPENSES. Subject to Section 9.5 of the Credit Agreement, the Company agrees to pay or reimburse the Administrative Agent for all of its reasonable documented out-of-pocket costs and expenses incurred in connection with this Incremental Term Loan Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable documented fees and disbursements of one counsel to the Administrative Agent.

SECTION 5. CONTINUING EFFECT OF THE CREDIT AGREEMENT. This Incremental Term Loan Amendment shall not constitute an amendment or waiver of any provision of the Credit Agreement not expressly referred to herein and shall not be construed as an amendment, waiver or consent to any further or future action on the part of the Loan Parties that would require an amendment, waiver or consent of the Lenders or Administrative Agent. Except as expressly amended hereby, the provisions of the Credit Agreement are and shall remain in full force and effect. Any reference to the "Agreement" in the Loan Documents or any related documents shall be deemed to be a reference to the Credit Agreement as amended by this Incremental Term Loan Amendment.

SECTION 6. COUNTERPARTS. This Incremental Term Loan Amendment may be executed by one or more of the parties hereto on any number of separate counterparts (including



by facsimile or PDF delivered by electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 7. SEVERABILITY. Any provision of this Incremental Term Loan Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. INTEGRATION. This Incremental Term Loan Amendment and the other Loan Documents represent the agreement of the Loan Parties, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

SECTION 9. GOVERNING LAW. THIS INCREMENTAL TERM LOAN AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS INCREMENTAL TERM LOAN AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Incremental Term Loan Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

VISTEON CORPORATION

By: /s/ Brian P. Casey

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Name: Brian P. Casey  
Title: Treasurer

JPMORGAN CHASE BANK, N.A. as  
Administrative Agent

By: /s/ Robert Kellas

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Name: Robert Kellas  
Title: Vice President

CITICORP USA, INC., as Syndication Agent

By: /s/ Jeffrey Nitz

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Name: Jeffrey Nitz  
Title: Director

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Robert Kellas

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Name: Robert Kellas  
Title: Vice President

## FIRST AMENDMENT

FIRST AMENDMENT, dated as of November 27, 2006 (this "Amendment"), to the CREDIT AGREEMENT, dated as of June 13, 2006 (as amended, supplemented or otherwise modified, the "Credit Agreement"), among VISTEON CORPORATION (the "Company"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders"), CITICORP USA, INC., as syndication agent (in such capacity, the "Syndication Agent"), JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent"), and J.P. MORGAN SECURITIES INC. and CITIGROUP GLOBAL MARKETS INC., as joint lead arrangers and joint bookrunners (in such capacities, the "Joint Lead Arrangers"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

## WITNESSETH:

WHEREAS, the Company, the Lenders, the Administrative Agent, the Syndication Agent and the Joint Lead Arrangers are parties to the Credit Agreement;

WHEREAS, the Company has requested that the Lenders amend certain provisions of the Credit Agreement in the manner provided for herein;

WHEREAS, the Lenders have consented to the requested amendments but only on the terms and conditions contained herein;

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENT TO SECTION 2.17 (ADDITIONAL TERM LOANS). Section 2.17 of the Credit Agreement is hereby amended by (a) deleting the reference to "\$100,000,000" and inserting in lieu thereof "\$200,000,000," (b) adding the reference "9.6" after the word "Section" in the proviso of the second sentence thereof and (c) adding the following proviso at the end of the first sentence thereof: "provided that in connection with the Incremental Term Loan Amendment such certificate (a) shall not include a certification with respect to the last sentence of the representation in Section 3.1(b) and (b) shall include a certification with respect to the representation in Section 3.2 which representation for purposes of such certificate shall refer to "September 30, 2006" instead of "December 31, 2005."

SECTION 2. AMENDMENT TO SECTION 1.1 (DEFINITIONS). (a) The defined term "Foreign Stock Holding Company" in Section 1.1 of the Credit Agreement is hereby amended by adding the following after the words "any Domestic Subsidiary": "or any Foreign Subsidiary (it being understood that such Foreign Subsidiary shall be considered a Domestic Subsidiary for purposes of the Guarantee and Collateral Agreement and Sections 5.9 and 5.10 of this Agreement)".

(b) The defined term "Foreign Stock Holding Company" is hereby further amended by adding the following sentence at the end thereof: "It is understood and agreed that

Foreign Stock Holding Companies shall not be Excluded Foreign Subsidiaries for purposes of this Agreement."

SECTION 3. AMENDMENTS TO SECTION 6. Section 6 of the Credit Agreement is hereby amended as follows:

(a) The following is hereby inserted at the end of Section 6.1 of the Credit Agreement: "(dd) intercompany notes issued by a Foreign Subsidiary in connection with Permitted Restructuring Transactions so long as (i) if the Permitted Restructuring Transaction involves a transfer by a Loan Party, such intercompany note shall be pledged as Collateral pursuant to the Security Documents and (ii) such note is not issued in respect of any Indebtedness for borrowed money payable in cash."

(b) The following is hereby inserted at the end of Section 6.7: "(aa) intercompany Investments made pursuant to a Permitted Restructuring Transaction to the extent permitted under Section 6.1(dd)."

(c) The following is hereby added at the end of clause (a)(i) in Section 6.15: "and Investments permitted by Section 6.7(aa)".

(d) The following is hereby added at the end of clause (b) in Section 6.15: "(other than Indebtedness permitted by Section 6.1(dd))."

SECTION 4. CONDITIONS TO EFFECTIVENESS OF THIS AMENDMENT. This Amendment shall become effective on the date (the "First Amendment Effective Date") on which the following conditions precedent shall have been satisfied (or waived):

(a) First Amendment to Credit Agreement. The Administrative Agent shall have received counterparts of this Amendment, duly executed and delivered by the Company and the Required Lenders and acknowledged by each of the other Loan Parties.

(b) Fees. All expenses required to be paid to the Administrative Agent on or before the First Amendment Effective Date for which invoices have been presented shall have been paid.

SECTION 5. REPRESENTATIONS AND WARRANTIES.

(a) No Default. No Default or Event of Default shall have occurred and be continuing on the First Amendment Effective Date or after giving effect to the transactions contemplated herein.

(b) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of the First Amendment Effective Date (after giving effect hereto) as if made on and as of such date (other than representations and warranties which relate to an earlier date (in which case such representations and warranties shall be true and accurate in all material respects on and as of such earlier date); provided, however, that for purposes of this

Amendment (i) the representation made in the last sentence of Section 3.1(b) shall not be made as of the date hereof and (ii) the representation made in Section 3.2 shall refer to "September 30, 2006" instead of "December 31, 2005."

SECTION 6. PAYMENT OF EXPENSES. Subject to Section 9.5 of the Credit Agreement, the Company agrees to pay or reimburse the Administrative Agent for all of its reasonable documented out-of-pocket costs and expenses incurred in connection with this Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable documented fees and disbursements of one counsel to the Administrative Agent.

SECTION 7. CONTINUING EFFECT OF THE CREDIT AGREEMENT. This Amendment shall not constitute an amendment or waiver of any provision of the Credit Agreement not expressly referred to herein and shall not be construed as an amendment, waiver or consent to any further or future action on the part of the Loan Parties that would require an amendment, waiver or consent of the Lenders or Administrative Agent. Except as expressly amended hereby, the provisions of the Credit Agreement are and shall remain in full force and effect. Any reference to the "Agreement" in the Loan Documents or any related documents shall be deemed to be a reference to the Credit Agreement as amended by this Amendment.

SECTION 8. COUNTERPARTS. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile or PDF delivered by electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 9. SEVERABILITY. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10. INTEGRATION. This Amendment and the other Loan Documents represent the agreement of the Loan Parties, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

SECTION 11. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 12. INTERCREDITOR AGREEMENT. Each of the parties hereto consents to the amendment of the Intercreditor Agreement to conform the definition of "Foreign Stock Holding Company" in the Intercreditor Agreement as such definition is amended hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

VISTEON CORPORATION

By: /s/ Brian P. Casey

-----  
Name: Brian P. Casey  
Title: Treasurer

JPMORGAN CHASE BANK, N.A. as  
Administrative Agent

By: /s/ Robert Kellas

-----  
Name: Robert Kellas  
Title: Vice President

CITICORP USA, INC., as Syndication Agent

By: /s/ Jeffrey Nitz

-----  
Name: Jeffrey Nitz  
Title: Director

FIRST AMENDMENT TO CREDIT AGREEMENT  
AND CONSENT

FIRST AMENDMENT TO CREDIT AGREEMENT, dated as of November 27, 2006 (this "Amendment"), among VISTEON CORPORATION, a Delaware corporation (the "Company"), each subsidiary of the Company party hereto (together with the Company, each a "Borrower" and, collectively, the "Borrowers"), the Lenders party hereto, and JPMORGAN CHASE BANK, N.A. ("JPMorgan"), as Administrative Agent, Issuing Bank and Swingline Lender.

WITNESSETH:

WHEREAS the Borrowers, the Lenders party thereto, and JPMorgan, as Administrative Agent, Issuing Bank and Swingline Lender, have entered into that certain Credit Agreement, dated as of August 14, 2006 (the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given such terms in the Credit Agreement);

WHEREAS the Borrowers have requested that the Lenders and the Administrative Agent amend certain provisions of the Credit Agreement, and the Lenders and the Administrative Agent are willing to so amend the Credit Agreement on the terms and subject to the conditions set forth herein; and

WHEREAS the Borrowers have requested that the Lenders, for the avoidance of doubt, consent to certain amendments to the Term Loan Facility, and the Lenders are willing to consent to such amendments on the terms and subject to the conditions set forth herein.

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

ARTICLE I

AMENDMENTS

Section 1.1 Amendment to Section 1.01. (a) The defined term "Foreign Stock Holding Company" in Section 1.01 of the Credit Agreement is hereby amended by adding the following after the words "any Domestic Subsidiary": "or any Foreign Subsidiary (it being understood that such Foreign Subsidiary shall be considered a Domestic Subsidiary for purposes of the Security Agreement and Section 5.15 of this Agreement)".

(b) The defined term "Foreign Stock Holding Company" is hereby further amended by adding the following sentence at the end thereof: "It is understood and agreed that Foreign Stock Holding Companies shall not be Excluded Foreign Subsidiaries for purposes of this Agreement."

Section 1.2 Amendments to Article V. Article V of the Credit Agreement is hereby amended as follows:

(a) Section 5.14(b) of the Credit Agreement is hereby amended by (i) adding the following after the words "entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) of each Foreign Subsidiary" in clause (ii): "(other than a Foreign Stock Holding



FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

Company)" and (ii) adding the following after the words "directly owned by such Borrower in each Foreign Subsidiary" in clause (iii): "(other than a Foreign Stock Holding Company)".

(b) The following is hereby added at the end of Section 5.14: "(l) Each Lender hereby authorizes the Administrative Agent, without further authorization, to execute, deliver and/or accept any Security Document, or any joinder to any Security Document, for the purpose of granting a lien in property of any Borrower or of joining any Borrower thereto."

Section 1.3 Amendment to Article VI. Article VI of the Credit Agreement is hereby amended as follows:

(a) Section 6.01(b) of the Credit Agreement is hereby amended by deleting the reference to "\$900,000,000" and inserting in lieu thereof "\$1,000,000,000".

(b) The following is hereby added at the end of Section 6.01: "(dd) intercompany notes issued by a Foreign Subsidiary in connection with Permitted Restructuring Transactions so long as (i) if the Permitted Restructuring Transaction involves a transfer by a Borrower, such intercompany note shall be pledged as Collateral pursuant to the Security Documents (subject to the terms of the Intercreditor Agreement) and (ii) such note is not issued in respect of any Indebtedness for borrowed money payable in cash."

(c) The following is hereby added at the end of Section 6.07: "(aa) intercompany Investments made pursuant to a Permitted Restructuring Transaction to the extent permitted under Section 6.01(dd)."

(d) The following is hereby added at the end of clause (a)(i) in Section 6.15: "and Investments permitted by Section 6.07(aa),".

(e) The following is hereby added at the end of clause (b) in Section 6.15: "(other than Indebtedness permitted by Section 6.01(dd));".

Section 1.4 Amendment to Article 7. Article 7 of the Credit Agreement is hereby amended by deleting each reference to "clause (f)" in clause (g) thereof and inserting in lieu thereof "clause (g)".

ARTICLE II

CONSENT

The Lenders hereby consent to each of (i) the amendment of the Term Loan Facility in substantially the form of Exhibit I hereto, (ii) the amendment of the Term Loan Facility in substantially the form of Exhibit II hereto, and (iii) the amendment of the Intercreditor Agreement to substantially conform the definition of "Foreign Stock Holding Company" contained therein to the definition as amended hereby and by the Term Loan Facility amendments referred to above.

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

ARTICLE III

CONDITIONS TO CLOSING

The effectiveness of this Amendment is subject to the satisfaction of the following conditions:

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

(b) Administrative Agent Fees and Expenses. The Borrowers shall have paid all fees and expenses then payable pursuant to Section 4.8 hereof or any other Loan Document with respect to this Amendment.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent or any Lender under the Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrowers to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents in similar or different circumstances. This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof.

Section 4.2 No Representations by Lenders or Administrative Agent. The Borrowers hereby acknowledge that they have not relied on any representation, written or oral, express or implied, by any Lender or the Administrative Agent, other than those expressly contained herein, in entering into this Amendment.

Section 4.3 Representations of the Borrowers. Each Borrower represents and warrants to the Administrative Agent and the Lenders that (a) the representations and warranties set forth in the Loan Documents (including with respect to this Agreement and the Credit Agreement as amended hereby) are true and correct in all material respects on and as of the date hereof with the same effect as though made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which event such representations and warranties were true and correct in all material respects as of such date, and (b) no Default or Event of Default has occurred and is continuing.

Section 4.4 Successors and Assigns. This Amendment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Lenders and the Administrative Agent.

Section 4.5 Headings; Entire Agreement. The headings and captions hereunder are for convenience only and shall not affect the interpretation or construction of this

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

Amendment. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein.

Section 4.6 Severability. The provisions of this Amendment are intended to be severable. If for any reason any provision of this Amendment shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 4.7 Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 4.8 Costs and Expenses. Subject to the terms set forth in Section 9.03 of the Credit Agreement, the Borrowers agree, jointly and severally, to reimburse the Administrative Agent for reasonable, documented out of pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable documented fees and other reasonable charges and disbursements of one counsel for the Administrative Agent (and such other local and foreign counsel as shall be reasonably required), in connection with this Amendment.

Section 4.9 Governing Law. The whole of this Amendment and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks.

[Remainder of this page is intentionally left blank.]

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

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

BORROWERS:

VISTEON CORPORATION

By /s/ Brian P. Casey  
-----

Name: Brian P. Casey  
Title: Treasurer

ARS, INC.

By /s/ James F. Palmer  
-----

Name: James F. Palmer  
Title: Chief Financial Officer

FAIRLANE HOLDINGS, INC.

By /s/ Brian P. Casey  
-----

Name: Brian P. Casey  
Title: Treasurer

HALLA CLIMATE SYSTEMS ALABAMA CORP.

By /s/ Brian P. Casey  
-----

Name: Brian P. Casey  
Title: Treasurer

INFINITIVE SPEECH SYSTEMS CORP.

By /s/ Brian P. Casey  
-----

Name: Brian P. Casey  
Title: Treasurer

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

LTD PARTS, INCORPORATED

By /s/ Brian P. Casey  
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Name: Brian P. Casey  
Title: Treasurer

SUNGLAS, LLC

By /s/ Brian P. Casey  
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Name: Brian P. Casey  
Title: Treasurer

VC AVIATION SERVICES, LLC

By /s/ Brian P. Casey  
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Name: Brian P. Casey  
Title: Treasurer

VC REGIONAL ASSEMBLY & MANUFACTURING,  
LLC

By /s/ Brian P. Casey  
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Name: Brian P. Casey  
Title: Treasurer

VISTEON AC HOLDINGS CORP.

By /s/ Brian P. Casey  
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Name: Brian P. Casey  
Title: Treasurer

VISTEON ASIA HOLDINGS, INC.

By /s/ Brian P. Casey  
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Name: Brian P. Casey  
Title: Treasurer

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

VISTEON AUTOMOTIVE HOLDINGS, LLC

By /s/ Brian P. Casey  
-----

Name: Brian P. Casey  
Title: Treasurer

VISTEON CLIMATE CONTROL SYSTEMS LIMITED

By /s/ James F. Palmer  
-----

Name: James F. Palmer  
Title: Chief Financial Officer

VISTEON DOMESTIC HOLDINGS, LLC

By /s/ Brian P. Casey  
-----

Name: Brian P. Casey  
Title: Treasurer

VISTEON EUROPEAN HOLDINGS CORPORATION

By /s/ Brian P. Casey  
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Name: Brian P. Casey  
Title: Treasurer

VISTEON GLOBAL TECHNOLOGIES, INC.

By /s/ Brian P. Casey  
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Name: Brian P. Casey  
Title: Treasurer

VISTEON GLOBAL TREASURY, INC.

By /s/ Brian P. Casey  
-----

Name: Brian P. Casey  
Title: Treasurer

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

VISTEON HOLDINGS, LLC

By /s/ Brian P. Casey

-----  
Name: Brian P. Casey  
Title: Treasurer

VISTEON INTERNATIONAL BUSINESS  
DEVELOPMENT, INC.

By /s/ Brian P. Casey

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Name: Brian P. Casey  
Title: Treasurer

VISTEON INTERNATIONAL HOLDINGS, INC.

By /s/ Brian P. Casey

-----  
Name: Brian P. Casey  
Title: Treasurer

VISTEON LA HOLDINGS CORP.

By /s/ Brian P. Casey

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Name: Brian P. Casey  
Title: Treasurer

VISTEON SYSTEMS, LLC

By /s/ Brian P. Casey

-----  
Name: Brian P. Casey  
Title: Treasurer

VISTEON TECHNOLOGIES, LLC

By /s/ Brian P. Casey

-----  
Name: Brian P. Casey  
Title: Treasurer

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

TYLER ROAD INVESTMENTS, LLC

By /s/ Brian P. Casey

-----  
Name: Brian P. Casey  
Title: Treasurer



FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

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

By: /s/ Robert P. Kellas

-----  
Name: Robert P. Kellas  
Title: Vice President

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

CITICORP USA, INC.

By: /s/ Jeffrey Nitz

-----  
Name: Jeffrey Nitz  
Title: Director

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

THE BANK OF NOVA SCOTIA

By: /s/ V. H. Gibson

-----  
Name: V. H. Gibson  
Title: Assistant Agent

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL)

By: /s/ Laura Dixon

-----  
Name: Laura Dixon  
Title: Vice President

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH

By: /s/ Bill O'Daly

-----  
Name: Bill O'Daly  
Title: Director

By: /s/ Mikhail Faybusovich

-----  
Name: Mikhail Faybusovich  
Title: Associate

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

WELLS FARGO FOOTHILL, LLC, as a Lender

By: /s/ Juan Barrera

-----  
Name: Juan Barrera  
Title: Vice President

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

BANK OF AMERICA, NA

By: /s/ Brian J. Wright

-----  
Name: Brian J. Wright

Title: Senior Vice President

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

THE CIT GROUP/BUSINESS CREDIT, INC.

By: /s/ Kim Nguyen

-----  
Name: Kim Nguyen  
Title: Vice President



FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

SUMITOMO MITSUI BANKING  
CORPORATION, as a Lender

By: /s/ Yoshihiro Hyakutome

-----  
Name: Yoshihiro Hyakutome  
Title: Joint General Manager

FIRST AMENDMENT  
TO VISTEON CREDIT AGREEMENT  
AND CONSENT

COMERICA BANK

By: /s/ Tamara J. Miller

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Name: Tamara J. Miller  
Title: Vice President

NEWS RELEASE

(VISTEON(R) LOGO)

VISTEON INCREASES SEVEN-YEAR SECURED TERM LOAN BY \$200 MILLION

VAN BUREN TOWNSHIP, Nov. 27, 2006 -- Visteon Corporation (NYSE: VC) today announced the successful completion of its efforts to increase its seven-year term loan by \$200 million. The seven-year secured term loan, which expires in June 2013, has been increased to \$1 billion.

To facilitate this transaction, Visteon amended its credit agreements related to the seven-year secured term loan and a \$350 million U.S. asset-based revolving credit facility.

Visteon Corporation is a leading global automotive supplier that designs, engineers and manufactures innovative climate, interior, electronic and lighting products for vehicle manufacturers, and also provides a range of products and services to aftermarket customers. With corporate offices in Van Buren Township, Mich. (U.S.); Shanghai, China; and Kerpen, Germany; the company has more than 170 facilities in 26 countries and employs about 46,000 people.

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Visteon news releases, photographs and product specification details  
are available at [www.visteon.com](http://www.visteon.com)

Contact(s):

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Visteon Corporation

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