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

FORM 10-Q

(Mark One)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2011, or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ____________________ to __________________

Commission File Number 001-15827

VISTEON CORPORATION

(Exact name of registrant as specified in its charter)

Delaware (State of incorporation)	**38-3519512** (I.R.S. employer Identification number)
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

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes __ü__ No ______

Indicate by check mark whether the registrant: has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes __ü__ No ______

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer_____ Accelerated filer _____ Non-accelerated filer_____ Smaller reporting company__ü__

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ______ No __ü__

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes __ü__ No ______

As of October 27, 2011, the Registrant had outstanding 51,507,876 shares of common stock, par value $.01 per share.

Exhibit index located on page number 51.

Table of Contents

VISTEON CORPORATION AND SUBSIDIARIES
FORM 10-Q FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2011

INDEX

PART I

FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

VISTEON CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(Dollars in Millions, Except Per Share Data)

	Three Months Ended September 30		Nine Months Ended September 30	
	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010
Net sales				
Products	$ 2,037	$ 1,702	$ 6,188	$ 5,437
Services	—	28	—	142
	2,037	1,730	6,188	5,579
Cost of sales				
Products	1,889	1,663	5,694	4,877
Services	—	27	—	140
	1,889	1,690	5,694	5,017
Gross margin	148	40	494	562
Selling, general and administrative expense	100	91	313	292
Reorganization expense, net	—	54	—	123
Other expense, net	1	3	18	45
Operating income (loss)	47	(108)	163	102
Interest expense	10	35	38	170
Interest income	5	4	16	10
Loss on debt extinguishment	—	—	24	—
Equity in net income of non-consolidated affiliates	43	35	130	100
Income (loss) before income taxes	85	(104)	247	42
Provision for income taxes	25	19	87	94
Net income (loss)	60	(123)	160	(52)
Net income attributable to non-controlling interests	19	17	54	56
Net income (loss) attributable to Visteon	$ 41	$ (140)	$ 106	$ (108)
Per Share Data:				
Net earnings (loss) per basic share attributable to Visteon	$ 0.80	$ (1.08)	$ 2.07	$ (0.83)
Net earnings (loss) per diluted share attributable to Visteon	$ 0.79	$ (1.08)	$ 2.04	$ (0.83)

See accompanying notes to the consolidated financial statements.

Table of Contents

VISTEON CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(Unaudited)
(Dollars in Millions)

	September 30 2011	December 31 2010
ASSETS		
Cash and equivalents	$ 758	$ 905
Restricted cash	22	74
Accounts receivable, net	1,239	1,092
Inventories, net	406	364
Other current assets	279	267
Total current assets	2,704	2,702
Property and equipment, net	1,528	1,576
Equity in net assets of non-consolidated affiliates	547	439
Intangible assets, net	366	402
Other non-current assets	89	89
Total assets	$ 5,234	$ 5,208
LIABILITIES AND SHAREHOLDERS' EQUITY		
Short-term debt, including current portion of long-term debt	$ 81	$ 78
Accounts payable	1,173	1,203
Accrued employee liabilities	184	196
Other current liabilities	297	365
Total current liabilities	1,735	1,842
Long-term debt	507	483
Employee benefits	509	526
Deferred income taxes	187	190
Other non-current liabilities	229	217
Shareholders' equity:		
Preferred stock (par value $0.01, 50 million shares authorized, none outstanding)	—	—
Common stock (par value $0.01, 250 million shares authorized, 52 million issued and outstanding and 51 million shares issued and outstanding, respectively)	1	1
Stock warrants	13	29
Additional paid-in capital	1,156	1,099
Retained earnings	192	86
Accumulated other comprehensive income	18	50
Treasury stock	(7)	(5)
Total Visteon Corporation shareholders' equity	1,373	1,260
Non-controlling interests	694	690
Total shareholders' equity	2,067	1,950
Total liabilities and shareholders' equity	$ 5,234	$ 5,208

See accompanying notes to the consolidated financial statements.

VISTEON CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(Dollars in Millions)

	Nine Months Ended September 30	
	Successor 2011	Predecessor 2010
Operating activities		
Net income (loss)	$ 160	$ (52)
Adjustments to reconcile net income (loss) to net cash provided from operating activities:		
Depreciation and amortization	248	207
Equity in net income of non-consolidated affiliates, net of dividends remitted	(88)	(87)
Loss on debt extinguishment	24	—
Pension and OPEB, net	—	(41)
Reorganization expense, net	—	123
Asset impairments and loss on sale of assets	—	25
Other non-cash items	26	(1)
Changes in assets and liabilities:		
Accounts receivable	(132)	(79)
Inventories	(50)	(75)
Accounts payable	(17)	55
Other assets and liabilities	(116)	148
Net cash provided from operating activities	55	223
Investing activities		
Capital expenditures	(185)	(117)
Other, including proceeds from divestitures and asset sales	(2)	42
Net cash used by investing activities	(187)	(75)
Financing activities		
Cash restriction, net	52	(62)
Short-term debt, net	11	(9)
Proceeds from issuance of debt, net of issuance costs	503	9
Principal payments on debt	(513)	(99)
Rights offering fees	(33)	(11)
Other	(26)	(21)
Net cash used by financing activities	(6)	(193)
Effect of exchange rate changes on cash	(9)	1
Net decrease in cash and equivalents	(147)	(44)
Cash and equivalents at beginning of year	905	962
Cash and equivalents at end of period	$ 758	$ 918

See accompanying notes to the consolidated financial statements.

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1. Basis of Presentation

Description of Business: Visteon Corporation (the “Company” or “Visteon”) is a supplier of climate, interiors, electronics and lighting systems, modules and components to global automotive original equipment manufacturers (“OEMs”). Headquartered in Van Buren Township, Michigan, Visteon has a workforce of approximately 27,000 employees and a network of manufacturing operations, technical centers and joint ventures in every major geographic region of the world.

Interim Financial Statements: The unaudited consolidated financial statements of the Company have been prepared in accordance with the rules and regulations of the U.S. Securities and Exchange Commission (“SEC”). Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States (“GAAP”) have been condensed or omitted pursuant to such rules and regulations. These interim consolidated financial statements include all adjustments (consisting of normal recurring adjustments, except as otherwise disclosed) that management believes are necessary for a fair presentation of the results of operations, financial position and cash flows of the Company for the interim periods presented. Interim results are not necessarily indicative of full-year results.

Use of Estimates: The preparation of the financial statements in conformity with GAAP requires management to make estimates, judgments and assumptions that affect amounts reported herein. Management believes that such estimates, judgments and assumptions are reasonable and appropriate. However, due to the inherent uncertainty involved, actual results may differ from those provided in the Company’s consolidated financial statements.

Reclassifications: Certain prior period amounts have been reclassified to conform to current period presentation.

Principles of Consolidation: The consolidated financial statements include the accounts of the Company and all subsidiaries that are more than 50% owned and over which the Company exercises control. Investments in affiliates of greater than 20% and for which the Company does not exercise control are accounted for using the equity method.

Revenue Recognition: The Company records revenue when persuasive evidence of an arrangement exists, delivery occurs or services are rendered, the sales price or fee is fixed or determinable and collectibility is reasonably assured. The Company ships product and records revenue pursuant to commercial agreements with its customers generally in the form of an approved purchase order, including the effects of contractual customer price productivity. The Company does negotiate discrete price changes with its customers, which are generally the result of unique commercial issues between the Company and its customers. The Company records amounts associated with discrete price changes as a reduction to revenue when specific facts and circumstances indicate that a price reduction is probable and the amounts are reasonably estimable. The Company records amounts associated with discrete price changes as an increase to revenue upon execution of a legally enforceable contractual agreement and when collectibility is reasonably assured.

Reorganization under Chapter 11 of the U.S. Bankruptcy Code: On May 28, 2009, Visteon and certain of its U.S. subsidiaries (the “Debtors”) filed voluntary petitions for reorganization relief under chapter 11 of the United States Bankruptcy Code (“Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”). On October 1, 2010 (the “Effective Date”), the Company emerged from bankruptcy. The Company adopted fresh-start accounting upon emergence from the chapter 11 proceedings and became a new entity for financial reporting purposes as of the Effective Date. Therefore, the consolidated financial statements for the reporting entity subsequent to the

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 1. Basis of Presentation — (Continued)

Effective Date (the “Successor”) are not comparable to the consolidated financial statements for the reporting entity prior to the Effective Date (the “Predecessor”).

Revenues, expenses, realized gains and losses and provisions for losses directly associated with the reorganization of the business prior to the Effective Date have been reported separately as Reorganization expense, net in the Company’s statement of operations and include the following:

	Predecessor	
	Three Months Ended September 30, 2010	Nine Months Ended September 30, 2010
	(Dollars in Millions)	
Professional fees	$ 53	$ 111
Other direct costs, net	1	12
	$ 54	$ 123
Cash payments for reorganization expenses	$ 41	$ 88

Other Expense, Net: Other expense, net consists of the following:

	Three Months Ended September 30		Nine Months Ended September 30	
	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010
	(Dollars in Millions)			
Restructuring	$ 1	$ 3	$ 18	$ 20
Loss on sale of assets	—	—	—	21
Asset impairment	—	—	—	4
	$ 1	$ 3	$ 18	$ 45

The Company has undertaken various restructuring activities to achieve its strategic and financial objectives. Restructuring activities include, but are not limited to, plant closures, production relocation, administrative cost structure realignment and consolidation of available capacity and resources. The Company expects to finance restructuring programs through cash on hand, cash generated from its ongoing operations, reimbursements pursuant to customer accommodation and support agreements or through cash available under its existing debt agreements, subject to the terms of applicable covenants. Restructuring costs are recorded as elements of a plan are finalized and the timing of activities and the amount of related costs are not likely to change. However, such costs are estimated based on information available at the time such charges are recorded. In general, management anticipates that restructuring activities will be completed within a timeframe such that significant changes to the plan are not likely. However, actual amounts paid for such activities may differ from amounts initially estimated. The Company recorded $18 million of net restructuring costs for the nine-months ended September 30, 2011 related to the following.

- During the second quarter of 2011, the Company informed employees at its Electronics operation in El Puerto de Santa Maria, Cadiz, Spain of its intention to permanently cease production and close the facility. Following this announcement, Visteon commenced discussions with the local unions, works committee and appropriate public authorities regarding specific closure arrangements. The anticipated closure is expected to result in the separation of approximately 400 employees and is expected to be completed by June 30,

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 1. Basis of Presentation — (Continued)

2012. The Company recorded approximately $22 million primarily for severance and termination benefits during the nine months ended September 30, 2011, representing the minimum amount of employee separation costs pursuant to statutory regulations, all of which are expected to be cash separation payments. Further, the Company anticipates incurring additional costs in connection with the closure that are likely to be material, however, an estimate of the amount or range of amounts of these costs cannot be determined at this time because they are subject to the outcome of substantive negotiations with the aforementioned parties and other factors. The Company also reversed approximately $2 million of previously recorded restructuring accruals during the second quarter of 2011 due to lower than estimated severance and termination benefit costs associated with the consolidation of the Company's Electronics operations in South America.

- During the first quarter of 2011, the Company recorded approximately $4 million for employee severance and termination benefits associated with previously announced actions at two European Interiors facilities and reversed $6 million of previously established accruals for employee severance and termination benefits at a European Interiors facility pursuant to a contractual agreement to cancel the related social plan.

During the nine months ended September 30, 2010, the Company recorded $20 million of restructuring expenses, including $6 million of employee severance and termination benefits to streamline corporate administrative and support functions; $6 million of equipment move and relocation costs; $5 million of employee severance and termination benefits related to the closure of a European Interiors facility; $3 million of employee severance and termination benefits related to customer accommodation and support agreements.

Given the economically-sensitive and highly competitive nature of the automotive industry, the Company continues to closely monitor current market factors and industry trends taking action as necessary, including but not limited to, additional restructuring actions. However, there can be no assurance that any such actions will be sufficient to fully offset the impact of adverse factors on the Company or its results of operations, financial position and cash flows.

In June 2010, the Company reached an agreement to sell its entire 46.6% interest in the shares of Toledo Molding & Die, Inc., a supplier of interior components, for proceeds of approximately $10 million. Accordingly, the Company recorded an impairment charge of approximately $4 million, representing the difference between the carrying value of the Company's investment in Toledo Molding & Die, Inc. and the share sale proceeds. On March 8, 2010, the Company completed the sale of substantially all of the assets of Atlantic Automotive Components, L.L.C., ("Atlantic"), to JVIS Manufacturing LLC, an affiliate of Mayco International LLC. The Company recorded losses of approximately $21 million in connection with the sale of Atlantic assets.

Restricted Cash: Restricted cash represents amounts designated for uses other than current operations and includes $15 million related to outstanding letters of credit and $7 million for affiliate debt, lease and tax payment guarantees at September 30, 2011. Restricted cash decreased by $52 million during 2011 primarily due to the disbursement of previously escrowed funds to settle reorganization related professional fees.

Recent Accounting Pronouncements: In September 2011, the Financial Accounting Standards Board ("FASB") issued guidance amending the options for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. This guidance provides an option to perform a qualitative assessment to determine whether the events or circumstances exist which could

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 1. Basis of Presentation — (Continued)

lead to the determination that it is more likely than not that the carrying amount of a reporting unit exceeds its fair value, prior to performing a quantitative assessment as provided for in previous guidance. This guidance is not expected to have a material impact on the Company's consolidated financial statements.

In June 2011, the FASB issued guidance amending comprehensive income disclosures retrospectively, for fiscal years, and interim reporting periods within those years, beginning after December 15, 2011. This guidance requires disclosure of all changes in the comprehensive income component of stockholders' equity to be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. The Company is currently evaluating the impact of this guidance on its consolidated financial statements.

In May 2011, the FASB issued guidance amending fair value measurement disclosures for fiscal years, and interim reporting periods within those years, beginning after December 15, 2011. This guidance will increase disclosures and result in common disclosure requirements between GAAP and International Financial Reporting Standards. The Company is currently evaluating the impact of this guidance on its consolidated financial statements.

NOTE 2. Inventories

Inventories are stated at the lower of cost, determined on a first-in, first-out basis, or market. A summary of inventories is provided below:

	September 30 2011	December 31 2010
	(Dollars in Millions)	
Raw materials	$ 167	$ 120
Work-in-process	187	174
Finished products	67	76
	$ 421	$ 370
Valuation reserves	(15)	(6)
	$ 406	$ 364

NOTE 3. Other Assets

Other current assets are summarized as follows:

	September 30 2011	December 31 2010
	(Dollars in Millions)	
Recoverable taxes	$ 96	$ 80
Pledged accounts receivable	63	90
Deferred tax assets	39	33
Deposits	35	35
Prepaid assets	22	16
Other	24	13
	$ 279	$ 267

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 3. Other Assets — (Continued)

Other non-current assets are summarized as follows:

	September 30 2011	December 31 2010
	(Dollars in Millions)	
Deposits	$ 24	$ 24
Deferred tax assets	20	13
Income tax receivable	12	14
Other	33	38
	$ 89	$ 89

NOTE 4. Property and Equipment

Property and equipment is stated at cost and is depreciated over the estimated useful lives of the assets, principally using the straight-line method. A summary of Property and equipment, net is provided below:

	September 30 2011	December 31 2010
	(Dollars in Millions)	
Land	$ 199	$ 207
Buildings and improvements	320	312
Machinery, equipment and other	1,038	935
Construction in progress	114	93
Total property and equipment	$ 1,671	$ 1,547
Accumulated depreciation	(229)	(55)
	$ 1,442	$ 1,492
Product tooling, net of amortization	86	84
Property and equipment, net	$ 1,528	$ 1,576

Property and equipment is depreciated principally using the straight-line method of depreciation over an estimated useful life. Generally, buildings and improvements are depreciated over a 40-year estimated useful life and machinery, equipment and other assets are depreciated over estimated useful lives ranging from 3 to 15 years. Product tooling is amortized using the straight-line method over the estimated life of the tool, generally not exceeding six years.

Depreciation and amortization expenses are summarized as follows:

	Three Months Ended September 30		Nine Months Ended September 30	
	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010
	(Dollars in Millions)			
Depreciation	$ 69	$ 62	$ 200	$ 191
Amortization	5	5	14	16
	$ 74	$ 67	$ 214	$ 207

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 5. Non-Consolidated Affiliates

The Company recorded equity in net income of non-consolidated affiliates of $43 million and $35 million for the three-month periods ended September 30, 2011 and 2010, respectively. For the nine-month periods ended September 30, 2011 and 2010, the Company recorded $130 million and $100 million, respectively. The Company had $547 million and $439 million of equity in the net assets of non-consolidated affiliates at September 30, 2011 and December 31, 2010, respectively.

The following table presents summarized financial data for the Company's non-consolidated affiliates, including Yanfeng Visteon Automotive Trim Systems Co., Ltd ("Yanfeng"), of which the Company owns a 50% interest and which is considered a significant non-consolidated affiliate. Summarized financial information reflecting 100% of the operating results of the Company's equity investees are provided below for the three-month and nine-month periods ended September 30.

	Three months ended September 30					
	Net Sales		Gross Margin		Net Income	
	2011	2010	2011	2010	2011	2010
	(Dollars in Millions)					
Yanfeng.	$ 740	$ 713	$125	$110	$ 68	$ 52
All other	211	203	38	33	19	20
	$ 951	$ 916	$163	$143	$ 87	$ 72

	Nine months ended September 30					
	Net Sales		Gross Margin		Net Income	
	2011	2010	2011	2010	2011	2010
	(Dollars in Millions)					
Yanfeng.	$2,199	$1,834	$362	$295	$200	$150
All other	603	656	108	101	60	49
	$2,802	$2,490	$470	$396	$260	$199

The Company monitors its investments in the net assets of non-consolidated affiliates for indicators of other-than-temporary declines in value on an ongoing basis. If the Company determines that such a decline has occurred, an impairment loss is recorded, which is measured as the difference between carrying value and fair value.

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 6. Intangible Assets

Intangible assets, net are comprised of the following:

	September 30, 2011			December 31, 2010		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
	(Dollars in Millions)					
Definite-lived intangible assets						
Developed technology	$ 210	$ 27	$ 183	$ 214	$ 7	$ 207
Customer related	119	13	106	121	3	118
Other	20	3	17	15	1	14
	$ 349	$ 43	$ 306	$ 350	$ 11	$ 339
Goodwill and indefinite-lived intangible assets						
Goodwill			$ 36			$ 38
Trade names			24			25
			$ 60			$ 63
Total Intangible assets, net			$ 366			$ 402

The Company recorded approximately $12 million and $34 million of amortization expense for the three-month and nine-month periods ended September 30, 2011, respectively, related to definite-lived intangible assets. The Company currently estimates annual amortization expense to be $45 million in 2011 and $44 million each year for 2012 through 2014, and $43 million for 2015. Goodwill and trade names, substantially all of which relate to the Company's Climate reporting unit, are not amortized but are tested for impairment at least annually. Impairment testing is required more often if an event or circumstance indicates that an impairment is more likely than not to have occurred. In conducting impairment testing, the fair value of the reporting unit is compared to the net book value of the reporting unit. If the net book value exceeds the fair value, an impairment loss is measured and recognized. The Company conducts its annual impairment testing as of the first day of the fourth quarter.

NOTE 7. Other Liabilities

Other current liabilities are summarized as follows:

	September 30 2011	December 31 2010
	(Dollars in Millions)	
Product warranty and recall reserves	$ 42	$ 44
Non-income taxes payable	40	41
Foreign currency hedges	29	—
Restructuring reserves	27	43
Deferred income	23	6
Accrued interest	16	11
Income taxes payable	14	38
Reorganization related accruals	14	97
Other accrued liabilities	92	85
	$ 297	$ 365

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 7. Other Liabilities — (Continued)

The following is a summary of the Company's consolidated restructuring reserves and related activity for the nine months ended September 30, 2011.

	Interiors	Climate	Electronics	Lighting	Central	Total
	(Dollars in Millions)					
December 31, 2010	$ 37	$ 2	$ 3	$ —	$ 1	$ 43
Expenses	4	—	—	—	—	4
Reversal	(6)	—	—	—	—	(6)
Foreign currency	1	—	—	—	—	1
Utilization	(12)	—	(1)	—	(1)	(14)
March 31, 2011	$ 24	$ 2	$ 2	$ —	$ —	$ 28
Expenses	—	—	21	—	—	21
Reversal	—	—	(2)	—	—	(2)
Foreign currency	1	—	—	—	—	1
Utilization	(6)	—	—	—	—	(6)
June 30, 2011	$ 19	$ 2	$ 21	$ —	$ —	$ 42
Expenses	1	—	1	—	—	2
Reversal	(1)	—	—	—	—	(1)
Foreign currency	—	—	(1)	—	—	(1)
Utilization	(14)	—	(1)	—	—	(15)
September 30, 2011	$ 5	$ 2	$ 20	$ —	$ —	$ 27

Restructuring reserves as of September 30, 2011 includes $20 million for severance and termination benefits for employees of the Company's Electronics operation in El Puerto de Santa Maria, Cadiz, Spain pursuant to a June 2011 closure announcement and $3 million of severance and termination benefits for former employees of the Company's Interiors operation in La Touche-Tizon, Rennes, France that was divested in December 2010. The Company anticipates that the activities associated with these reserves will be substantially completed within the next 12 months. Utilization for the three and nine months ended September 30, 2011 of $15 million and $35 million, respectively, primarily represent payments for employee severance and termination benefits related to previously announced restructuring actions. Restructuring expenses and reversals are further discussed in Note 1, "Basis of Presentation," to the consolidated financial statements.

Other non-current liabilities are summarized as follows:

	September 30 2011	December 31 2010
	(Dollars in Millions)	
Income tax reserves	$ 99	$ 96
Non-income taxes payable	45	43
Deferred income	36	20
Product warranty and recall reserves	26	31
Other accrued liabilities	23	27
	$ 229	$ 217

Portions of the Company's current and non-current deferred income totaling $15 million and $32 million, respectively, relate to payments received pursuant to various customer accommodation,

NOTE 7. Other Liabilities — (Continued)

support and other agreements. Revenue associated with these agreements is being recorded in relation to the delivery of associated products, assets and/or services in accordance with the terms of the underlying agreement or over the estimated period of benefit to the customer, generally representing the duration of remaining production on current vehicle platforms. The Company recorded $4 million and $16 million of revenue associated with these payments during the three and nine months ended September 30, 2011. The Company expects to record approximately $4 million, $15 million, $13 million, $12 million and $3 million of deferred amounts in the remainder of 2011 and the annual periods of 2012, 2013, 2014 and 2015, respectively.

NOTE 8. Debt

The Company's short-term and long-term debt balances consisted of the following:

	September 30 2011	December 31 2010
	(Dollars in Millions)	
Short-term debt		
Current portion of long-term debt	$ 1	$ 7
Other — short-term	80	71
Total short-term debt	81	78
Long-term debt		
6.75% senior notes due April 15, 2019	494	—
Term loan	—	472
Other	13	11
Total long-term debt	507	483
Total debt	$ 588	$ 561

On April 6, 2011, the Company completed the sale of $500 million aggregate principal amount of 6.75% senior notes due April 15, 2019 (the "Senior Notes") and repaid its obligations under the Term Loan Credit Agreement ("Term Loan") represented by the outstanding principal amount of $498 million, which was included as a financing activity in the Company's consolidated statements of cash flows. During the second quarter of 2011, the Company recorded $24 million of losses on the early extinguishment of the Term Loan including $21 million of unamortized original issuance discount and debt fees that were recorded net of the Term Loan principal on the face of the Company's consolidated balance sheets immediately prior to extinguishment.

The Senior Notes were issued under an Indenture, dated April 6, 2011 (the "Indenture"), among the Company, the subsidiary guarantors named therein, and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The Indenture and the form of Senior Notes provide, among other things, that the Senior Notes will be senior unsecured obligations of the Company. Interest is payable on the Senior Notes on April 15 and October 15 of each year beginning on October 15, 2011 until maturity. Each of the Company's existing and future 100% owned domestic restricted subsidiaries that guarantee debt under the Company's asset-based credit facility guarantee the Senior Notes.

In addition, the Company and certain of its domestic subsidiaries entered into a second amendment to the Company's Revolving Loan Credit Agreement (the "Amendment"), whereby the Company's Revolving Loan Credit Agreement (the "Revolver") was amended and restated. The Amendment, among other things, reduces the commitment fee on undrawn amounts, decreases certain applicable

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 8. Debt — (Continued)

margins and modifies or replaces certain of the covenants and other provisions. On April 1, 2011 the Company and certain of its domestic subsidiaries entered an incremental revolving loan amendment, whereby the commitment amounts under the Revolver were increased by $20 million, to a total facility size of $220 million, subject to borrowing base requirements.

Fair Value

The fair value of debt was approximately $560 million and $566 million at September 30, 2011 and December 31, 2010, respectively. Fair value estimates were based on quoted market prices or current rates for the same or similar issues, or on the current rates offered to the Company for debt of the same remaining maturities.

NOTE 9. Employee Retirement Benefits

Benefit Expenses

The components of the Company's net periodic benefit costs for the three-month periods ended September 30, 2011 and 2010 were as follows:

	Retirement Plans				Health Care and Life Insurance Benefits	
	U.S. Plans		Non-U.S. Plans			
	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010
	(Dollars in Millions)					
Service cost	$ 2	$ 2	$ 2	$ 1	$ —	$ —
Interest cost	18	18	7	7	—	2
Expected return on plan assets	(19)	(18)	(5)	(5)	—	—
Net reinstatement of benefits	—	—	—	—	—	155
Amortization of:						
Plan amendments	—	(1)	—	—	—	(18)
Actuarial losses and other	—	1	—	—	—	—
Special termination benefits	1	1	—	—	—	—
Curtailments	—	(13)	—	—	—	—
Visteon sponsored plan net periodic benefit costs	2	(10)	4	3	—	139
Expense for certain salaried employees whose benefits are partially covered by Ford	—	—	—	—	—	(11)
Net periodic benefits costs,excluding restructuring	$ 2	$ (10)	$ 4	$ 3	$ —	$ 128

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 9. Employee Retirement Benefits — (Continued)

The components of the Company's net periodic benefit costs for the nine-month periods ended September 30, 2011 and 2010 were as follows:

	Retirement Plans				Health Care and Life Insurance Benefits	
	U.S. Plans		Non-U.S. Plans			
	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010
	(Dollars in Millions)					
Service cost	$ 4	$ 7	$ 5	$ 4	$ —	$ —
Interest cost	55	56	21	19	—	3
Expected return on plan assets	(56)	(55)	(14)	(14)	—	—
Net (termination) reinstatement of benefits	—	—	—	—	(2)	306
Amortization of:						
Plan amendments	—	(2)	—	1	—	(374)
Actuarial losses and other	—	2	—	—	—	43
Special termination benefits	3	1	—	—	—	—
Curtailments	—	(14)	—	—	—	—
Settlements	—	—	—	—	—	(1)
Visteon sponsored plan net periodic benefit costs	6	(5)	12	10	(2)	(23)
Expense for certain salaried employees whose benefits are partially covered by Ford	—	1	—	—	—	(15)
Net periodic benefits costs,excluding restructuring	$ 6	$ (4)	$ 12	$ 10	$ (2)	$ (38)
Special termination benefits	—	2	—	—	—	—
Total employee retirement benefit related restructuring costs	$ —	$ 2	$ —	$ —	$ —	$ —

Pension Plan Amendments

On October 17, 2011, the Company communicated changes in U.S. retirement plans for its active employees, who will cease to accrue benefits under defined benefit pension plans effective December 31, 2011. The Company expects to record a curtailment gain of approximately $2 million during the
fourth quarter of 2011. The Company estimates that pension liabilities will decrease by about $25 million as a result of the plan changes which will be more than offset by an increase of

NOTE 9. Employee Retirement Benefits — (Continued)

approximately $55 million associated with market conditions as of the October 17, 2011 re-measurement date, primarily due to lower interest rates.

Postretirement Employee Health Care and Life Insurance Benefits

During 2009 and 2010 the Company eliminated postretirement health care and life insurance benefits ("OPEB") under certain U.S. plans pursuant to various Court orders, which resulted in a decrease to postretirement employee benefit expense and other comprehensive income of approximately $312 million during the nine-month period ended September 30, 2010.

In July 2010, the United States Court of Appeals for the Third Circuit (the "Circuit Court") reversed previous orders of the Court and the District Court for the District of Delaware (the "District Court") authorizing the Company to eliminate such OPEB benefits without complying with the requirements of Bankruptcy Code Section 1114. The Circuit Court directed the District Court to, among other things, direct the Court to order the Company to take whatever action is necessary to immediately restore all terminated or modified benefits to their pre-termination/modification levels. In August 2010 the Court issued an order requiring the Company to retroactively restore certain terminated or modified benefits. Accordingly, the Company recorded an increase in other postretirement employee benefit expense of $305 million for the reinstatement of these benefits during the nine-month period ended September 30, 2010, of which approximately $150 million was recorded during the second quarter 2010 and $155 million was during the third quarter of 2010.

In September 2010, the Court issued an order approving the Memorandum of Agreement between the IUE-CWA and the Company pursuant to which the parties agreed that $12 million would be paid in full settlement of the OPEB obligations for the former Connersville and Bedford hourly employees under Section 1114 of the Bankruptcy Code. The Company recorded a reduction in related OPEB liabilities of approximately $140 million and an increase to other comprehensive income of which $18 million was recognized in net income during the third quarter of 2010.

Contributions

During the nine-month period ended September 30, 2011, contributions to the Company's U.S. retirement plans and OPEB plans were $41 million and $5 million, respectively and contributions to non-U.S. retirement plans were $10 million. The Company anticipates additional contributions to its U.S. retirement plans and OPEB plans of $7 million and $1 million, respectively, during 2011. The Company also anticipates additional 2011 contributions to non-U.S. retirement plans of $10 million.

NOTE 10. Income Taxes

The Company's provision for income taxes in interim periods is computed by applying an estimated annual effective tax rate against income before income taxes, excluding equity in net income of non-consolidated affiliates for the period. Effective tax rates vary from period to period as separate calculations are performed for those countries where the Company's operations are profitable and whose results continue to be tax-effected and for those countries where full deferred tax valuation allowances exist and are maintained. The Company is also required to record the tax impact of certain other non-recurring tax items, including changes in judgment about valuation allowances and effects of changes in tax laws or rates, in the interim period in which they occur. The need to maintain valuation allowances against deferred tax assets in the U.S. and other affected countries will continue to cause variability in the Company's quarterly and annual effective tax rates. Full valuation allowances against deferred tax assets in the U.S. and applicable foreign countries will be maintained until sufficient positive evidence exists to reduce or eliminate them.

NOTE 10. Income Taxes — (Continued)

The Company's provision for income tax for the three and nine-month periods ended September 30, 2011 of $25 million and $87 million, respectively, includes income tax expense in countries where the Company is profitable, withholding taxes, changes in uncertain tax benefits, and the inability to record a tax benefit for pre-tax losses in the U.S. and certain other jurisdictions to the extent not offset by other categories of income. Additionally, the Company's provision for income tax for the three and nine-month periods ended September 30, 2011 includes a tax benefit of $8 million associated with the reversal of a full valuation allowance against deferred tax assets of a foreign subsidiary.

The amount of income tax expense or benefit allocated to continuing operations is generally determined without regard to the tax effects of other categories of income or loss, such as other comprehensive income. However, an exception to the general rule is provided when there is a pre-tax loss from continuing operations and net pre-tax income from other categories in the current year. In such instances, net pre-tax income from other categories must offset the current loss from operations, the tax benefit of such offset being reflected in continuing operations even when a valuation allowance has been established against the deferred tax assets. In instances where a valuation allowance is established against current year operating losses, net pre-tax income from other sources, including other comprehensive income, is considered when determining whether sufficient future taxable income exists to realize the deferred tax assets.

Unrecognized Tax Benefits

Gross unrecognized tax benefits were $137 million at September 30, 2011 and $131 million at December 31, 2010, of which approximately $72 million and $74 million, respectively, represent the amount of unrecognized benefits that, if recognized, would impact the effective tax rate. During the three-month and nine-month periods ended September 30, 2011, the Company decreased unrecognized tax benefits that would impact the effective tax rate to reflect the remeasurement of uncertain tax positions related to ongoing audits in Europe, the closing of statutes for certain tax positions taken in prior years, and foreign currency impacts. These decreases were partially offset by new tax positions expected to be taken in future tax filings, primarily related to the allocation of costs among our global operations. The Company records interest and penalties related to uncertain tax positions as a component of income tax expense. Accrued interest and penalties related to uncertain tax positions was $27 million at September 30, 2011 and $22 million at December 31, 2010.

The Company operates in multiple jurisdictions throughout the world and the income tax returns of its subsidiaries in various tax jurisdictions are subject to periodic examination by respective tax authorities. With few exceptions, the Company is no longer subject to U.S. federal tax examinations for years before 2006 or state and local, or non-U.S. income tax examinations for years before 2002. It is reasonably possible that the amount of the Company's unrecognized tax benefits may change within the next twelve months due to the conclusion of ongoing audits or the expiration of tax statutes. Given the number of years, jurisdictions and positions subject to examination, the Company is unable to estimate the full range of possible adjustments to the balance of unrecognized tax benefits. However, the Company believes it is reasonably possible it will reduce the amount of its existing unrecognized tax benefits impacting the effective tax rate by $2 million to $5 million due to the lapse of jurisdictional statutes of limitations within the next 12 months.

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 11. Shareholders' Equity and Non-controlling Interests

The table below provides a reconciliation of the carrying amount of total shareholders' equity (deficit), including shareholders' equity (deficit) attributable to Visteon and equity attributable to non-controlling interests ("NCI").

	Three Months Ended September 30					
	Successor			Predecessor		
	2011			2010		
	Visteon	NCI	Total	Visteon	NCI	Total
	(Dollars in Millions)					
Shareholders' equity (deficit) beginning balance	$1,443	$713	$2,156	$(1,097)	$327	$(770)
Net income (loss)	41	19	60	(140)	17	(123)
Other comprehensive (loss) income:						
Foreign currency translation adjustment	(102)	(31)	(133)	121	16	137
Pension and other postretirement benefits	(3)	—	(3)	18	—	18
Other	(20)	(6)	(26)	2	1	3
Total other comprehensive (loss) income	(125)	(37)	(162)	141	17	158
Stock-based compensation, net	10	—	10	—	—	—
Warrant exercises	4	—	4	—	—	—
Dividends to non-controlling interests	—	(1)	(1)	—	(2)	(2)
Shareholders' equity (deficit) ending balance	$1,373	$694	$2,067	$(1,096)	$359	$(737)

	Nine Months Ended September 30					
	Successor			Predecessor		
	2011			2010		
	Visteon	NCI	Total	Visteon	NCI	Total
	(Dollars in Millions)					
Shareholders' equity (deficit) beginning balance	$1,260	$690	$1,950	$ (772)	$317	$(455)
Net income (loss)	106	54	160	(108)	56	(52)
Other comprehensive (loss) income:						
Foreign currency translation adjustment	(18)	(13)	(31)	14	6	20
Pension and other postretirement benefits	—	—	—	(232)	—	(232)
Other	(14)	(5)	(19)	2	3	5
Total other comprehensive (loss) income	(32)	(18)	(50)	(216)	9	(207)
Stock-based compensation, net	30	—	30	—	—	—
Warrant exercises	9	—	9	—	—	—
Dividends to non-controlling interests	—	(32)	(32)	—	(23)	(23)
Shareholders' equity (deficit) ending balance	$1,373	$694	$2,067	$(1,096)	$359	$(737)

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 11. Shareholders' Equity and Non-controlling Interests — (Continued)

Non-controlling Interests

Non-controlling interests in the Visteon Corporation economic entity are as follows:

	September 30 2011	December 31 2010
	(Dollars in Millions)	
Halla Climate Control Corporation	$ 636	$ 632
Duckyang Industries Co. Ltd	28	28
Visteon Interiors Korea Ltd	20	19
Other	10	11
Total non-controlling interests	$ 694	$ 690

The Company holds a 70% interest in Halla Climate Control Corporation ("Halla"), a consolidated subsidiary. Halla is headquartered in South Korea with operations in North America, Europe and Asia. Halla designs, develops and manufactures automotive climate control products, including air-conditioning systems, modules, compressors and heat exchangers for sale to global OEMs.

On October 31, 2011, the Company sold a portion of its ownership interest in Duckyang Industries Co. Ltd ("Duckyang"), a company incorporated under the laws of the Republic of Korea. In connection with the sale, the Company's voting interests were reduced to a non-controlling level. Accordingly, Duckyang will be deconsolidated from the Company's financial statements with effect from the October 31, 2011 closing date at which time the Company will commence equity method accounting for its retained non-controlling interest. Duckyang reported sales of $514 million for the nine months ended September 30, 2011 and had cash balances of $57 million, total assets of $187 million and total liabilities of $129 million as of September 30, 2011. In connection with the deconsolidation, the Company will record its retained non-controlling interest at fair value, which could result in a non-cash gain or loss and such amount could be material.

The Accumulated other comprehensive income ("AOCI") category of Shareholders' equity, includes:

	September 30 2011	December 31 2010
	(Dollars in Millions)	
Foreign currency translation adjustments, net of tax	$ (17)	$ 1
Pension and other postretirement benefit adjustments, net of tax	51	51
Unrealized loss on derivatives, net of tax	(16)	(2)
Total Visteon Accumulated other comprehensive income	$ 18	$ 50

NOTE 12. Earnings Per Share

Basic earnings (loss) per share of common stock is calculated by dividing reported net income (loss) by the average number of shares of common stock outstanding during the applicable period, adjusted for restricted stock. In addition to restricted stock, the calculation of diluted earnings per share takes into account the effect of dilutive potential common stock, such as stock warrants and stock options.

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 12. Earnings Per Share — (Continued)

	Three Months Ended September 30		Nine Months Ended September 30	
	Successor	Predecessor	Successor	Predecessor
	2011	2010	2011	2010
	(Dollars in Millions)			
Numerator:				
Net income (loss) attributable to Visteon common shareholders	$ 41	$ (140)	$ 106	$ (108)
Denominator:				
Average common stock outstanding	51.5	130.2	51.1	130.3
Less: Average restricted stock outstanding	—	(0.8)	—	(0.9)
Basic shares	51.5	129.4	51.1	129.4
Add: Diluted effect of warrants	0.5	—	0.9	—
Diluted shares	52.0	129.4	52.0	129.4
Basic and Diluted Earnings (Loss) Per share Attributable to Visteon:				
Basic	$ 0.80	$ (1.08)	$ 2.07	$ (0.83)
Diluted	$ 0.79	$ (1.08)	$ 2.04	$ (0.83)

Unvested restricted stock is a participating security and is therefore included in the computation of basic earnings per share under the two-class method. Diluted earnings per share is computed using the treasury stock method, dividing net income by the average number of shares of common stock outstanding, including the dilutive effect of the warrants, using the average share price during the period. There is no difference in diluted earnings per share between the two-class and treasury stock method. Stock options and stock warrants with exercise prices that exceed the average market price of the Company's common stock have an anti-dilutive effect and therefore were excluded from the computation of diluted earnings per share. For the three and nine months ended September 30, 2010, stock options to purchase approximately 7 million and 9 million shares, respectively, of common stock and stock warrants to purchase 25 million shares of common stock were not included in the computation of diluted loss per share as the effect of including them would have been anti-dilutive.

NOTE 13. Fair Value Measurements and Financial Instruments

Fair Value Hierarchy

Financial assets and liabilities are categorized, based on the inputs to the valuation technique, into a three-level fair value hierarchy. The fair value hierarchy gives the highest priority to the quoted prices in active markets for identical assets and liabilities and lowest priority to unobservable inputs.

- Level 1 — Financial assets and liabilities whose values are based on unadjusted quoted market prices for identical assets and liabilities in an active market that the Company has the ability to access.
- Level 2 — Financial assets and liabilities whose values are based on quoted prices in markets that are not active or model inputs that are observable for substantially the full term of the asset or liability.

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 13. Fair Value Measurements and Financial Instruments — (Continued)

- Level 3 — Financial assets and liabilities whose values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement.

Financial Instruments

The Company's net cash inflows and outflows exposed to the risk of changes in foreign currency exchange rates arise from the sale of products in countries other than the manufacturing source, foreign currency denominated supplier payments, debt and other payables, subsidiary dividends and investments in subsidiaries. Where possible, the Company utilizes derivative financial instruments to protect the Company's cash flow from changes in exchange rates. Foreign currency exposures are reviewed monthly and any natural offsets are considered prior to entering into a derivative financial instrument. The Company's primary foreign currency exposures include the Euro, Korean Won, Czech Koruna, Hungarian Forint and Mexican Peso. The Company utilizes a strategy of partial coverage, based on risk management policies, for transactions in these currencies. As of September 30, 2011 and December 31, 2010, the Company had forward contracts to hedge changes in foreign currency exchange rates with notional amounts of approximately $740 million and $529 million, respectively. A portion of these instruments have been designated as cash flow hedges with the effective portion of the gain or loss reported in the accumulated other comprehensive income component of shareholders' equity in the Company's consolidated balance sheets. The ineffective portion of these instruments is recorded as cost of sales in the Company's consolidated statements of operations.

Foreign currency hedge instruments are measured at fair value on a recurring basis under an income approach using industry-standard models that consider various assumptions, including time value, volatility factors, current market and contractual prices for the underlying and non-performance risk. Substantially all of these assumptions are observable in the marketplace throughout the full term of the instrument, can be derived from observable data, or are supported by observable levels at which transactions are executed in the marketplace. Accordingly, the Company's foreign currency instruments are classified as Level 2, "Other Observable Inputs" in the fair value hierarchy. As of September 30, 2011, the Company's foreign currency hedge instruments represent a net liability of $29 million.

During the second quarter of 2011, the Company terminated interest rate swaps with a notional amount of $250 million related to the $500 million Term Loan due October 2017. These interest rate swaps had been designated as cash flow hedges and were settled for a loss of less than $1 million, which was recorded as interest expense. The Company repaid its obligations under the Term Loan following the completion of the sale of the $500 million aggregate principal amount of 6.75% senior notes due April 15, 2019.

As of December 31, 2010, the Company had interest rate swaps with a notional amount of $250 million that effectively converted designated cash flows associated with underlying interest payments on the Term Loan from a variable interest rate to a fixed interest rate. The instruments had been designated as cash flow hedges with the effective portion of the gain or loss reported in the accumulated other comprehensive income component of shareholders' equity in the Company's consolidated balance sheet. The ineffective portion of these swaps was assessed based on the hypothetical derivative method and was recorded as interest expense in the Company's consolidated statement of operations.

Interest rate swaps are measured at fair value on a recurring basis under an income approach using industry-standard models that consider various assumptions, including time value, volatility factors, current market and contractual prices for the underlying and non-performance risk. Substantially all of

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 13. Fair Value Measurements and Financial Instruments — (Continued)

these assumptions are observable in the marketplace throughout the full term of the instrument, can be derived from observable data, or are supported by observable levels at which transactions are executed in the marketplace. Accordingly, the Company's interest rate swaps were classified as Level 2, "Other Observable Inputs" in the fair value hierarchy.

Financial Statement Presentation

The Company presents its derivative positions and any related material collateral under master netting agreements on a net basis. Derivative financial instruments designated as hedging instruments are included in the Company's consolidated balance sheets at September 30, 2011 and December 31, 2010 as follows:

	Assets			Liabilities		
Risk Hedged	Classification	2011	2010	Classification	2011	2010
		(Dollars in Millions)				
Designated						
Foreign currency	Other current assets	$—	$—	Other current assets	$—	$ 1
Foreign currency	Other current liabilities	2	1	Other current liabilities	30	2
Interest rates	Other non-current assets	—	—	Other non-current liabilities	—	1
Non-designated						
Foreign currency	Other current assets	—	2	Other current assets	—	—
Foreign currency	Other current liabilities	—	2	Other current liabilities	1	1
		$ 2	$ 5		$31	$ 5

The impact of derivative financial instruments on the Company's financial statements, as recorded in cost of sales, for the three months ended September 30, 2011 and 2010 is as follows:

	Amount of Gain (Loss)					
	Recorded in AOCI		Reclassified from AOCI into Income		Recorded in Income	
	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010
	(Dollars in Millions)					
Foreign currency risk						
Cash flow hedges	$ (20)	$ 2	$ 1	$ 2	$ —	$ —

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 13. Fair Value Measurements and Financial Instruments — (Continued)

The impact of derivative financial instruments on the Company's financial statements, as recorded in cost of sales, for the nine months ended September 30, 2011 and 2010 is as follows:

	Amount of Gain (Loss)					
	Recorded in AOCI		Reclassified from AOCI into Income		Recorded in Income	
	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010
	(Dollars in Millions)					
Foreign currency risk						
Cash flow hedges	$ (15)	$ 2	$ 7	$ 4	$ —	$ —
Non-designated cash flow hedges	—	—	—	—	(4)	(1)
Total	$ (15)	$ 2	$ 7	$ 4	$ (4)	$ (1)
Interest rate risk						
Cash flow hedges	$ 1	$ —	$ —	$ —	$ —	$ —

Concentrations of Credit Risk

Financial instruments, including cash equivalents, marketable securities, derivative contracts and accounts receivable, expose the Company to counterparty credit risk for non-performance. The Company's counterparties for cash equivalents, marketable securities and derivative contracts are banks and financial institutions that meet the Company's requirement of high credit standing. The Company's counterparties for derivative contracts are substantial investment and commercial banks with significant experience using such derivatives. The Company manages its credit risk through policies requiring minimum credit standing and limiting counterparty credit exposure, and through monitoring of counterparty financial condition and related credit risks. The Company's concentration of credit risk related to derivative contracts at September 30, 2011 was not significant. With the exception of the customers below, the Company's credit risk with any individual customer does not exceed ten percent of total accounts receivable at September 30, 2011 and December 31, 2010, respectively.

	September 30 2011	December 31 2010
Ford and affiliates	24%	22%
Hyundai Motor Company	14%	17%
Hyundai Mobis Company	13%	14%

Management periodically performs credit evaluations of its customers and generally does not require collateral.

NOTE 14. Commitments and Contingencies

Guarantees and Commitments

The Company has guaranteed approximately $39 million for lease payments related to its subsidiaries for between one and ten years. In connection with the January 2009 PBGC Agreement, the Company agreed to provide a guarantee by certain affiliates of certain contingent pension obligations of up to

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 14. Commitments and Contingencies — (Continued)

$30 million, the term of this guarantee is dependent upon certain contingent events as set forth in the PBGC Agreement.

In December 2010, the Company entered into a stipulation agreement obligating the Company to purchase certain professional services totaling $14 million on or before February 29, 2012. This agreement was contingent on Court approval and was subsequently re-negotiated in March 2011, whereby the obligation was reduced to $13 million. This agreement was approved by the Court in April 2011.

During the third quarter of 2011, an initial investment of $6 million was made by Halla in Wuhu Bonaire Automotive Electrical Systems Co., Ltd., an existing Chinese affiliate of Chery Automobile Co., Ltd. supporting Chery's climate control products. This transaction is expected to close in the fourth quarter of 2011, at which time Halla will make an additional investment of approximately $20 million, and will hold a 37.5% interest in the joint venture.

Litigation and Claims

On May 28, 2009, the Debtors filed voluntary petitions in the Court seeking reorganization relief under the provisions of chapter 11 of the Bankruptcy Code. The Debtors' chapter 11 cases have been assigned to the Honorable Christopher S. Sontchi and are being jointly administered as Case No. 09-11786. The Debtors continued to operate their business as debtors-in-possession under the jurisdiction of the Court and in accordance with the applicable provisions of the Bankruptcy Code and the orders of the Court until their emergence on October 1, 2010.

In December of 2009, the Court granted the Debtors' motion in part authorizing them to terminate or amend certain other postretirement employee benefits, including health care and life insurance. On December 29, 2009, the IUE-CWA, the Industrial Division of the Communications Workers of America, AFL-CIO, CLC, filed a notice of appeal of the Court's order with the District Court. On March 30, 2010, the District Court affirmed the Court's order in all respects. On April 1, 2010, the IUE filed a notice of appeal, and subsequently a motion for expedited treatment of the appeal and for a stay pending appeal, with the Circuit Court. On April 13, 2010, the Circuit Court granted the motion to expedite and denied the motion for stay pending appeal. On July 13, 2010, the Circuit Court reversed the order of the District Court as to the IUE-CWA and the Court and directed the District Court to, among other things, direct the Court to order the Company to take whatever action is necessary to immediately restore terminated or modified benefits to their pre-termination/modification levels. On July 27, 2010, the Company filed a Petition for Rehearing or Rehearing En Banc requesting that the Circuit Court grant a rehearing to review the panel's decision, which was denied. On August 17, 2010 and August 20, 2010, on remand, the Court ruled that the Company should restore certain other postretirement employee benefits to the appellant-retirees as well as salaried retirees and certain retirees of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW"). On September 1, 2010, the Company filed a Notice of Appeal of these rulings in respect of the decision to include non-appealing retirees, and on September 15, 2010 the UAW filed a Notice of Cross-Appeal. The appeals process includes mandatory mediation of the dispute. The Company subsequently reached an agreement with the original appellants in late-September 2010, which resulted in the Company not restoring other postretirement employee benefits of such retirees. The UAW filed a complaint with the United States District Court for the Eastern District of Michigan seeking, among other things, a declaratory judgment to prohibit the Company from terminating certain other postretirement employee benefits for UAW retirees

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 14. Commitments and Contingencies — (Continued)

after the Effective Date. In October 2011, the parties requested that the stay of proceedings for mediation be lifted and a revised scheduling order be issued, which is pending.

On March 31, 2009, Visteon UK Limited, a company organized under the laws of England and Wales and an indirect, wholly-owned subsidiary of the Company (the “UK Debtor”), filed for administration under the United Kingdom Insolvency Act of 1986 with the High Court of Justice, Chancery division in London, England (the “UK Administration”). The UK Administration does not include the Company or any of the Company’s other subsidiaries.

In June of 2009, the UK Pensions Regulator advised the Administrators of the UK Debtor that it was investigating whether there were grounds for regulatory intervention under various provisions of the UK Pensions Act 2004 in relation to an alleged funding deficiency in respect of the UK Debtor pension plan. That investigation is ongoing and the Debtors have been cooperating with the UK Pensions Regulator. In October of 2009, the trustee of the UK Debtor pension plan filed proofs of claim against each of the Debtors asserting contingent and unliquidated claims pursuant to the UK Pensions Act 2004 and the UK Pensions Act 1995 for liabilities related to a funding deficiency of the UK Debtor pension plan of approximately $555 million as of March 31, 2009. The trustee of the Visteon Engineering Services Limited (“VES”) pension plan also submitted proofs of claim against each of the Debtors asserting contingent and unliquidated claims pursuant to the UK Pensions Act 2004 and the UK Pensions Act 1995 for liabilities related to an alleged funding deficiency of the VES pension plan of approximately $118 million as of March 31, 2009. On May 11, 2010, the UK Debtor Pension Trustees Limited, the creditors’ committee, and the Debtors entered in a stipulation whereby the UK Debtor Pension Trustees Limited agreed to withdraw all claims asserted against the Debtors with prejudice, which the Court approved on May 12, 2010. The trustee of the VES pension plan also agreed to withdraw all claims against each of the Debtors. The Company disputes that any basis exists for the UK Pensions Regulator to seek contribution or financial support from any of the affiliated entities outside the UK with respect to their claims, however, no assurance can be given that a successful claim for contribution or financial support would not have a material adverse effect on the business, result of operations or financial condition of the Company and/or its affiliates.

Several current and former employees of Visteon Deutschland GmbH (“Visteon Germany”) filed civil actions against Visteon Germany in various German courts beginning in August 2007 seeking damages for the alleged violation of German pension laws that prohibit the use of pension benefit formulas that differ for salaried and hourly employees without adequate justification. Several of these actions have been joined as pilot cases. In a written decision issued in April 2010, the Federal Labor Court issued a declaratory judgment in favor of the plaintiffs in the pilot cases. To date, more than 500 current and former employees have filed similar actions or have inquired as to or been granted additional benefits, and an additional 800 current and former employees are similarly situated. The Company has reserved approximately $16 million relating to these claims based on the Company’s best estimate as to the number and value of the claims that will be made in connection with the pension plan. However, the Company’s estimate is subject to many uncertainties which could result in Visteon Germany incurring amounts in excess of the reserved amount of up to approximately $12 million.

On October 28, 2011, Cadiz Electronica, S.A., an indirect, wholly-owned subsidiary of the Company organized under the laws of Spain (“Cadiz”), filed an application with the Commercial Court of Cadiz to commence a pre-insolvency proceeding under the Insolvency Law of Spain. Under the pre-insolvency

Table of Contents

NOTE 14. Commitments and Contingencies — (Continued)

proceeding, Cadiz continues to manage its business and assets, but has up to four months to reach an arrangement with its creditors to avoid an insolvency proceeding or before an involuntary insolvency proceeding can be commenced. Cadiz has been in discussions with local unions, works committee and appropriate public authorities following its second quarter announcement of its intention to permanently cease production and close its facility in El Puerto de Santa Maria, Cadiz, Spain. See Note 1, "Basis of Presentation."

Product Warranty and Recall

Amounts accrued for product warranty and recall claims are based on management's best estimates of the amounts that will ultimately be required to settle such items. The Company's estimates for product warranty and recall obligations are developed with support from its sales, engineering, quality and legal functions and include due consideration of contractual arrangements, past experience, current claims and related information, production changes, industry and regulatory developments and various other considerations. The Company can provide no assurances that it will not experience material claims in the future or that it will not incur significant costs to defend or settle such claims beyond the amounts accrued or beyond what the Company may recover from its suppliers.

The following table provides a reconciliation of changes in the product warranty and recall claims liability for the nine months ended September 30, 2011 and 2010 (dollars in millions):

	Successor Nine Months Ended September 30 2011	Predecessor Nine Months Ended September 30 2010
Beginning balance	$ 75	$ 79
Accruals for products shipped	16	19
Changes in estimates	(11)	(3)
Settlements	(12)	(13)
Ending balance	$ 68	$ 82

During the nine months ended September 30, 2011, the Company realized a favorable adjustment to its warranty obligations due to changes in estimates associated with contractual arrangements and current claims.

Environmental Matters

The Company is subject to the requirements of federal, state, local and foreign environmental and occupational safety and health laws and regulations and ordinances. These include laws regulating air emissions, water discharge and waste management. The Company is also subject to environmental laws requiring the investigation and cleanup of environmental contamination at properties it presently owns or operates and at third-party disposal or treatment facilities to which these sites send or arranged to send hazardous waste. The Company is aware of contamination at some of its properties. These sites are in various stages of investigation and cleanup. The Company currently is, has been, and in the future may become the subject of formal or informal enforcement actions or procedures.

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 14. Commitments and Contingencies — (Continued)

Costs related to environmental assessments and remediation efforts at operating facilities, previously owned or operated facilities, or other waste site locations are accrued when it is probable that a liability has been incurred and the amount of that liability can be reasonably estimated. Estimated costs are recorded at undiscounted amounts, based on experience and assessments, and are regularly evaluated. The liabilities are recorded in Other current liabilities and Other non-current liabilities in the consolidated balance sheets. At September 30, 2011, the Company had recorded a reserve of approximately $1 million for environmental matters. However, estimating liabilities for environmental investigation and cleanup is complex and dependent upon a number of factors beyond the Company’s control and which may change dramatically. Accordingly, although the Company believes its reserve is adequate based on current information, the Company cannot provide any assurance that its ultimate environmental investigation and cleanup costs and liabilities will not exceed the amount of its current reserve.

Other Contingent Matters

Various legal actions, governmental investigations and proceedings and claims are pending or may be instituted or asserted in the future against the Company, including those arising out of alleged defects in the Company’s products; governmental regulations relating to safety; employment-related matters; customer, supplier and other contractual relationships; intellectual property rights; product warranties; product recalls; and environmental matters. Some of the foregoing matters may involve compensatory, punitive or antitrust or other treble damage claims in very large amounts, or demands for recall campaigns, environmental remediation programs, sanctions, or other relief which, if granted, would require very large expenditures. The Company enters into agreements that contain indemnification provisions in the normal course of business for which the risks are considered nominal and impracticable to estimate.

Contingencies are subject to many uncertainties, and the outcome of individual litigated matters is not predictable with assurance. Reserves have been established by the Company for matters discussed in the immediately foregoing paragraph where losses are deemed probable and reasonably estimable. It is possible, however, that some of the matters discussed in the foregoing paragraph could be decided unfavorably to the Company and could require the Company to pay damages or make other expenditures in amounts, or a range of amounts, that cannot be estimated at September 30, 2011 and that are in excess of established reserves. The Company does not reasonably expect, except as otherwise described herein, based on its analysis, that any adverse outcome from such matters would have a material effect on the Company’s financial condition, results of operations or cash flows, although such an outcome is possible.

Under section 362 of the Bankruptcy Code, the filing of a bankruptcy petition automatically stayed most actions against a debtor, including most actions to collect pre-petition indebtedness or to exercise control over the property of the debtor’s estate. Substantially all pre-petition liabilities and claims relating to rejected executory contracts and unexpired leases have been settled under the Debtor’s plan of reorganization, however, the ultimate amounts to be paid in settlement of each those claims will continue to be subject to the uncertain outcome of litigation, negotiations and Court decisions for a period of time after the Effective Date.

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 15. Segment Information

Segments are defined as components of an enterprise for which discrete financial information is available that is evaluated regularly by the chief operating decision-maker, or a decision-making group, in deciding the allocation of resources and in assessing performance. The Company's chief operating decision making group (the "CODM Group"), comprised of the Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), evaluates the performance of the Company's segments primarily based on net sales, before elimination of inter-company shipments, gross margin and operating assets. Gross margin is defined as total sales less costs to manufacture and product development and engineering expenses. Operating assets include inventories and property and equipment utilized in the manufacture of the segments' products.

In April 2011, the Company announced a new operating structure for use by the CODM Group in managing the business based on specific global product lines rather than reporting at a broader global product group level as was historically utilized by the CODM Group. Under the historical global product group reporting, the results of each of the Company's facilities were grouped for reporting purposes into segments based on the predominant product line offering of the respective facility, as separate product line results within each facility were not historically available. During the second quarter of 2011 the Company completed the process of realigning systems and reporting structures to facilitate financial reporting under the revised organizational structure such that the results for each product line within each facility can be separately identified.

The Company's new operating structure is organized by global product lines, including: Climate, Electronics, Interiors and Lighting. Accordingly, the results of operations for comparable prior periods have been recast to reflect the new global product line operating structure. These global product lines have financial and operating responsibility over the design, development and manufacture of the Company's product portfolio. Global customer groups are responsible for the business development of the Company's product portfolio and overall customer relationships. Certain functions such as procurement, information technology and other administrative activities are managed on a global basis with regional deployment. The Company's reportable segments are described as follows:

- The Climate product line includes climate air handling modules, powertrain cooling modules, heat exchangers, compressors, fluid transport and engine induction systems.
- The Electronics product line includes audio systems, infotainment systems, driver information systems, powertrain and feature control modules, climate controls and electronic control modules.
- The Interiors product line includes instrument panels, cockpit modules, door trim and floor consoles.
- The Lighting product line includes headlamps, rear combination lamps, center high-mounted stop lamps, fog lamps and electronic control modules.

VISTEON CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

NOTE 15. Segment Information — (Continued)

Segment Net Sales and Gross Margin

	Net Sales				Gross Margin			
	Three Months Ended September 30		Nine Months Ended September 30		Three Months Ended September 30		Nine Months Ended September 30	
	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010
	(Dollars in Millions)							
Climate	$ 1,003	$ 863	$ 3,040	$ 2,660	$ 79	$ 82	$ 258	$ 325
Electronics	338	298	1,047	935	30	(66)	105	136
Interiors	606	491	1,854	1,641	31	22	116	89
Lighting	131	100	394	345	8	1	15	10
Eliminations	(41)	(50)	(147)	(144)	—	—	—	—
Total products	2,037	1,702	6,188	5,437	148	39	494	560
Services	—	28	—	142	—	1	—	2
Total consolidated	$ 2,037	$ 1,730	$ 6,188	$ 5,579	$ 148	$ 40	$ 494	$ 562

Segment Operating Assets

	Inventories, net		Property and Equipment, net	
	September 30 2011	December 31 2010	September 30 2011	December 31 2010
	(Dollars in Millions)			
Climate	$ 238	$ 214	$ 938	$ 968
Electronics	76	73	147	159
Interiors	55	50	213	212
Lighting	34	25	108	109
Eliminations	3	2	—	—
Total segments	406	364	1,406	1,448
Reconciling Item				
Corporate	—	—	122	128
Total consolidated	$ 406	$ 364	$ 1,528	$ 1,576

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis ("MD&A") is intended to help the reader understand the results of operations, financial condition and cash flows of Visteon Corporation ("Visteon" or the "Company"). MD&A is provided as a supplement to, and should be read in conjunction with, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2010, as filed with the Securities and Exchange Commission on March 9, 2011 and the financial statements and accompanying notes to the financial statements included elsewhere herein.

Executive Summary

Description of Business

Visteon is a supplier of climate, interiors, electronics and lighting systems, modules and components to global automotive original equipment manufacturers ("OEMs") including BMW, Chrysler, Daimler, Ford, General Motors, Honda, Hyundai, Kia, Nissan, PSA Peugeot Citroën, Renault, Toyota and Volkswagen. The Company has a broad network of manufacturing operations, technical centers and joint venture operations throughout the world, supported by approximately 27,000 employees dedicated to the design, development, manufacture and support of its product offering and its global customers.

On May 28, 2009, Visteon and certain of its U.S. subsidiaries (the "Debtors") filed voluntary petitions for reorganization relief under chapter 11 of the United States Bankruptcy Code ("Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court") (the "Chapter 11 Proceedings"). On October 1, 2010 (the "Effective Date"), the Company emerged from bankruptcy. The Company adopted fresh-start accounting upon emergence from the Chapter 11 Proceedings and became a new entity for financial reporting purposes as of the Effective Date. Therefore, the consolidated financial statements for the reporting entity subsequent to the Effective Date (the "Successor") are not comparable to the consolidated financial statements for the reporting entity prior to the Effective Date (the "Predecessor").

On October 28, 2011, Cadiz Electronica, S.A., an indirect, wholly-owned subsidiary of the Company organized under the laws of Spain ("Cadiz"), filed an application with the Commercial Court of Cadiz to commence a pre-insolvency proceeding under the Insolvency Law of Spain. Under the pre-insolvency proceeding, Cadiz continues to manage its business and assets, but has up to four months to reach an arrangement with its creditors to avoid an insolvency proceeding or before an involuntary insolvency proceeding can be commenced. Cadiz has been in discussions with local unions, works committee and appropriate public authorities following its second quarter announcement of its intention to permanently cease production and close its facility in El Puerto de Santa Maria, Cadiz, Spain. See Note 1, "Basis of Presentation" to the consolidated financial statements contained herein.

Third Quarter and Year to Date 2011 Financial Overview

	Three Months Ended September 30			Nine Months Ended September 30		
	Successor 2011	Predecessor 2010	Change	Successor 2011	Predecessor 2010	Change
	(Dollars in Millions)					
Net product sales	$ 2,037	$ 1,702	$ 335	$ 6,188	$ 5,437	$ 751
Product cost of sales	1,889	1,663	226	5,694	4,877	817
Gross margin	148	40	108	494	562	(68)
Equity in net income of non-consolidated affiliates	43	35	8	130	100	30
Net income (loss) attributable to Visteon Corporation	41	(140)	181	106	(108)	214
Adjusted EBITDA*	166	149	17	526	476	50
Cash provided from operating activities	35	50	(15)	55	223	(168)
Free Cash Flow*	(24)	(1)	(23)	(130)	106	(236)

* *Adjusted EBITDA and Free Cash Flow are Non-GAAP financial measures, as further discussed below.*

The Company's consolidated net product sales increased $335 million during the three months ended September 30, 2011 when compared to the same period of 2010. The increase in net product sales includes $204 million associated with favorable currency primarily related to the strengthening of the Euro and Korean Won and $164 million associated with higher OEM production volumes. These increases were partially offset by divestitures and closures of $19 million and net price reductions.

The Company's consolidated net product sales during the nine months ended September 30, 2011 increased $751 million when compared to the same period of 2010. Significant production volume increases across all key customers globally accounted for $595 million of the increase, while favorable currency of $377 million, primarily related to the strengthening of the Euro, Korean Won, Brazilian Real, and Chinese Yuan further increased net product sales. These increases were partially offset by divestitures and closures of $144 million and net price reductions.

Product cost of sales was $1.89 billion and $1.66 billion for the three-month periods ended September 30, 2011 and 2010, respectively, for an increase of $226 million. This increase included $190 million associated with unfavorable currency impacts. Material, labor and other variable costs increased by $104 million due to higher production volumes net of manufacturing and material savings and efficiencies. Material costs also increased by $38 million associated with higher commodity prices, principally resins and aluminum, and the impact of other design changes. Depreciation and amortization increased $23 million associated with tangible and intangible asset values resulting from the application of fresh-start accounting on October 1, 2010. These increases were partially offset by $111 million of lower labor costs due to the non-recurrence of expenses associated with the reinstatement of certain U.S. other postretirement employee benefit ("OPEB") plans and $18 million of lower material, labor and overhead costs attributable to divestitures and closures.

Product cost of sales was $5.69 billion and $4.88 billion for the nine-month periods ended September 30, 2011 and 2010, respectively, for an increase of $817 million. This increase included $336 million associated with unfavorable currency impacts. Material, labor and other variable costs increased by $405 million due to higher production volumes net of manufacturing and material savings and efficiencies. Material costs also increased by $101 million associated with higher commodity prices, principally resins and aluminum, and the impact of other design changes. Product cost of sales increased $65 million due to the non-recurrence of labor cost reductions associated with the termination of certain U.S. OPEB plans. Depreciation and amortization increased $54 million associated with tangible and intangible asset values resulting from the application of fresh-start accounting on October 1, 2010. These increases were partially offset by $127 million of lower material, labor, and overhead costs attributable to divestitures and closures and $17 million related to the non-recurrence of certain employee benefit litigation expenses.

The Company's gross margin was $148 million for the three-month period ended September 30, 2011, compared with $40 million in the same period of 2010, representing an increase of $108 million. The increase in gross margin includes $111 million associated with the non-recurrence of the reinstatement of benefits under certain U.S. OPEB plans, $25 million associated with higher production levels and $14 million associated with favorable currency. These increases were partially offset by $42 million of customer pricing, material, and other costs in excess of manufacturing, material and restructuring savings and efficiencies.

The Company's gross margin for the nine-month period ended September 30, 2011 was $494 million, compared with $562 million in the same period of 2010, representing a decrease of $68 million. The decrease includes $128 million of customer pricing, material and other costs in excess of manufacturing, material and restructuring savings and efficiencies, $65 million related to the non-recurrence of expense reductions associated with the termination of certain U.S. OPEB plans, $25 million decrease in revenue associated with customer accommodation and support agreements and $17 million related to divestitures and closures. These decreases were partially offset by $109 million associated with higher production levels, $41 million associated with favorable currency and $17 million related to the non-recurrence of employee benefit litigation.

The Company reported $43 million and $35 million of equity in the net income of non-consolidated affiliates for the three-month periods ended September 30, 2011 and 2010, respectively, for an increase of $8 million, representing an improvement of 23%. The Company reported $130 million and $100 million of equity in the net income of non-consolidated affiliates for the nine-month periods ended September 30, 2011 and 2010, respectively, for an increase of $30 million, representing an improvement of 30%. These increases are principally attributable to the Company's interest in Yanfeng Visteon Automotive Trim Systems Co, Ltd. ("Yanfeng"), reflecting the growth of the Chinese automotive market and the Yanfeng operation.

Net income attributable to Visteon was $41 million for the three-month period ended September 30, 2011 compared to a net loss of $140 million for the same period of 2010, representing an increase of $181 million. Net income attributable to Visteon was $106 million for the nine-month period ended September 30, 2011, representing an increase of $214 million when compared with the same period of 2010. The Company reported Adjusted EBITDA of $166 million and $526 million for the three and nine-month periods ended September 30, 2011, representing increases of $17 million and $50 million, respectively when compared with Adjusted EBITDA of $149 million and $476 million for the same periods of 2010. The Company's Adjusted EBITDA has improved in both the three and nine-month periods of 2011 as compared with 2010 due in large part to higher production levels.

Adjusted EBITDA is presented as a supplemental measure of the Company's financial performance that management believes is useful to investors because the excluded items may vary significantly in timing or amounts and/or may obscure trends useful in evaluating and comparing the Company's continuing operating activities across reporting periods. The Company defines Adjusted EBITDA as net income (loss) attributable to the Company, plus net interest expense, provision for income taxes and depreciation and amortization, as further adjusted to eliminate the impact of asset impairments, gains or losses on divestitures, net restructuring expenses and other reimbursable costs, certain non-recurring employee charges and benefits, reorganization items and other non-operating gains and losses. Not all companies use identical calculations, so the Company's presentation of Adjusted EBITDA may not be comparable to other similarly titled measures of other companies.

Adjusted EBITDA is not a recognized term under accounting principles generally accepted in the United States ("GAAP") and does not purport to be a substitute for net income as an indicator of operating performance or cash flows from operating activities as a measure of liquidity. Adjusted EBITDA has limitations as an analytical tool and is not intended to be a measure of cash flow available for management's discretionary use, as it does not consider certain cash requirements such as interest payments, tax payments and debt service requirements. In addition, the Company uses Adjusted EBITDA (i) as a factor in incentive compensation decisions, (ii) to evaluate the effectiveness of the Company's business strategies and (iii) because the Company's credit agreements use measures similar to Adjusted EBITDA to measure compliance with certain covenants.

A reconciliation of net income (loss) attributable to Visteon to Adjusted EBITDA is provided in the following table.

	Three Months Ended September 30		Nine Months Ended September 30	
	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010
	(Dollars in Millions)			
Net income (loss) attributable to Visteon	$ 41	$ (140)	$ 106	$ (108)
Interest expense, net	5	31	22	160
Provision for income taxes	25	19	87	94
Depreciation and amortization	86	67	248	207
Restructuring and other related costs, net	8	3	25	5
Loss on debt extinguishment	—	—	24	—
Reorganization and other related items	—	54	8	123
OPEB and other employee charges	1	115	6	(30)
Asset impairment and loss on sale of assets	—	—	—	25
Adjusted EBITDA	$ 166	$ 149	$ 526	$ 476

Increases in Adjusted EBITDA resulting from higher volumes, higher equity in the net income of non-consolidated affiliates and favorable currency were more than offset by customer pricing, material and other costs in excess of manufacturing and material savings and efficiencies, lower revenues associated with customer accommodation and support agreements, and divestitures and closures.

As of September 30, 2011 the Company had total cash of $780 million, including restricted cash of $22 million, representing a decrease in total cash from December 31, 2010 of approximately $199 million. For the nine months ended September 30, 2011 the Company generated $55 million of cash from operations, compared to $223 million for the same period of 2010. The decrease was primarily attributable to increased trade working capital outflows, higher employee performance incentive compensation payments, pension contributions and increased recoverable tax assets, partially offset by lower bankruptcy related payments. Free Cash Flow during the nine months ended September 30, 2011 was a use of $130 million representing a decrease of $236 million when compared to Free Cash Flow for the same period of 2010, which provided $106 million. This decrease in Free Cash Flow resulted from lower cash from operations and higher capital expenditures.

Free Cash Flow is presented as a supplemental measure of the Company's liquidity that management believes is useful to investors in analyzing the Company's ability to service and repay its debt. The Company defines Free Cash Flow as cash flow from operating activities less capital expenditures. Not all companies use identical calculations, so this presentation of Free Cash Flow may not be comparable to other similarly titled measures of other companies.

Free Cash Flow is not a recognized term under GAAP and does not purport to be a substitute for cash flows from operating activities as a measure of liquidity. Free Cash Flow has limitations as an analytical tool and does not reflect cash used to service debt and does not reflect funds available for investment or other discretionary uses. In addition, the Company uses Free Cash Flow (i) as a factor in incentive compensation decisions and (ii) for planning and forecasting future periods.

A reconciliation of Free Cash Flow to cash provided from operating activities is provided in the following table.

	Three Months Ended September 30		Nine Months Ended September 30	
	Successor 2011	Predecessor 2010	Successor 2011	Predecessor 2010
	(Dollars in Millions)			
Cash provided from operating activities	$ 35	$ 50	$ 55	$ 223
Capital expenditures	(59)	(51)	(185)	(117)
Free Cash Flow	$ (24)	$ (1)	$ (130)	$ 106

Results of Operations — Three Months Ended September 30, 2011 and 2010

Product Sales

	Climate	Electronics	Interiors	Lighting	Eliminations	Total
	(Dollars in Millions)					
Three months ended September 30, 2010 — Predecessor	$ 863	$ 298	$ 491	$ 100	$ (50)	$1,702
Volume	56	18	57	19	14	164
Currency	86	30	75	13	—	204
Divestitures and closures	—	(3)	(16)	—	—	(19)
Other	(2)	(5)	(1)	(1)	(5)	(14)
Three months ended September 30, 2011 — Successor	$1,003	$ 338	$ 606	$ 131	$ (41)	$2,037

Climate product sales increased $140 million during the three-month period ended September 30, 2011 when compared to the same period in 2010. Higher production volumes increased Climate product sales by $56 million, including increases of $38 million, $20 million and $4 million in North America, Asia and South America, respectively, partially offset by lower production volumes in Europe of $6 million. Additionally, favorable currency related to the Korean Won and Euro resulted in an increase of $86 million. All other changes, reflecting a decrease in Climate product sales of $2 million, resulted from customer price reductions, partially offset by commodity recoveries and design actions.

Electronics product sales increased $40 million during the three-month period ended September 30, 2011 when compared to the same period in 2010. Higher production volumes increased Electronics product sales by $18 million, including $23 million in North America partially offset by lower production volumes in Europe of $11 million and customer sourcing actions that resulted in the announced closure of the El Puerto de Santa Maria, Cadiz, Spain facility in 2011of $3 million. Favorable currency, primarily related to the strengthening of the Euro, resulted in a further increase of $30 million. All other changes, reflecting a decrease in Electronics product sales of $5 million, resulted from customer price reductions, partially offset by commodity recoveries and design actions.

Interiors product sales increased $115 million during the three-month period ended September 30, 2011 when compared to the same period in 2010. Higher production volumes increased Interiors product sales by $57 million, including $67 million and $14 million in Asia and Europe, respectively, partially offset by lower production volumes in South America of $24 million. Favorable currency of $75 million primarily related to the Euro, Korean Won and Brazilian Real further increased sales. The exit of the Company's North America Interiors operations and the divestiture of its Interiors operation in La Touche-Tizon, Rennes, France in December 2010 resulted in a decrease in sales of $16 million.

Lighting product sales increased $31 million during the three-month period ended September 30, 2011 when compared to the same period in 2010. Higher production volumes increased product sales by $19 million, primarily in Europe. Favorable currency of $13 million further increased Lighting product sales and resulted from the strengthening of the Euro currency.

Product Cost of Sales

	Climate	Electronics	Interiors	Lighting	Eliminations	Total
			(Dollars in Millions)			
Three months ended September 30, 2010 — Predecessor	$ 781	$ 364	$ 469	$ 99	$ (50)	$1,663
Material	111	32	94	20	11	268
Freight and duty	(3)	1	3	—	—	1
Labor and overhead	18	(87)	10	2	(4)	(61)
Depreciation and amortization	20	4	—	(2)	1	23
Other	(3)	(6)	(1)	4	1	(5)
Three months ended September 30, 2011 — Successor	$ 924	$ 308	$ 575	$ 123	$ (41)	$1,889

Climate product cost of sales increased $143 million during the three-month period ended September 30, 2011, compared with the same period in 2010. Material costs increased $111 million, including $95 million related to production volumes and currency and $33 million primarily related to higher aluminum, resin and other commodity costs and design changes, partially offset by $17 million of manufacturing efficiencies and purchasing improvements. Labor and overhead increased $18 million including $31 million related to production volumes and currency and $6 million related to increases in manufacturing costs net of efficiencies, partially offset by $19 million due to the non-recurrence of expense associated with the reinstatement of certain U.S. OPEB plans. Depreciation and amortization increased $20 million, including $6 million of intangible asset amortization, $1 million related to accelerated depreciation in conjunction with the Company's restructuring activities and the impact of fresh-start accounting on fixed asset values.

Electronics product cost of sales decreased $56 million to $308 million during the three-month period ended September 30, 2011, compared with $364 million during the three-month period ended September 30, 2010. Material costs increased $32 million, including $41 million related to production volumes and currency partially offset by $9 million associated with manufacturing efficiencies and purchasing improvements. Labor and overhead decreased $87 million, including $82 million for the non-recurrence of expense associated with the reinstatement of certain U.S. OPEB plans, $4 million of savings attributable to net manufacturing efficiencies and $1 million related to volumes and currency. Other reductions in Electronics product cost of sales are primarily related to net engineering cost reductions.

Interiors product cost of sales increased $106 million to $575 million during the three-month period ended September 30, 2011, compared with $469 million during the three-month period ended

September 30, 2010. Material costs increased $94 million, including $105 million associated with higher production volumes and currency, partially offset by $8 million related to the exit of the Company's North America Interiors operations and the divestiture of its Interiors operation in La Touche-Tizon, Rennes, France in December 2010. Material costs were also partially offset by $4 million associated with manufacturing efficiencies and purchasing improvements. Labor and overhead increased $10 million including $16 million related to volumes and currency and $7 million of net manufacturing cost increases net of efficiencies, partially offset by $8 million due to the non-recurrence of expense associated with the reinstatement of certain U.S. OPEB plans and $5 million related to divestitures and closures.

Lighting product cost of sales increased $24 million to $123 million during the three-month period ended September 30, 2011, compared with $99 million during the three-month period ended September 30, 2010. Material costs increased $20 million, including $19 million related to production volumes and currency and $3 million related to the impact of commodity costs and design changes, partially offset by $2 million associated with manufacturing efficiencies and purchasing improvements. Other primarily relates to the non-recurrence of a $5 million gain on the sale of land in 2010.

Selling, General and Administrative Expense

Selling, general and administrative expenses were $100 million in the third quarter of 2011, compared with $91 million in the third quarter of 2010 for an increase of $9 million. The increase includes $6 million related to unfavorable currency, $4 million related to intangible asset amortization and $4 million related to higher administrative costs. These increases were partially offset by the non-recurrence of 2010 OPEB reinstatement expenses of $4 million.

Reorganization Expense, Net

Reorganization expense**,** net includes amounts directly associated with the Company's chapter 11 reorganization under the Bankruptcy Code prior to the Effective Date. Such amounts totaled $54 million for the three-month period ended September 30, 2010 and were principally comprised of professional fees.

Interest

Interest expense for the three-month period ended September 30, 2011 was $10 million including $8 million related to the 6.75% senior notes due April 15, 2019 and $1 million related to affiliate debt. During the three-month period ended September 30, 2010, interest expense was $35 million, including $30 million of contractual interest expense related to the seven-year secured term loans, $3 million of adequate protection on the pre-petition ABL facility and on the DIP credit agreement, and $2 million related to affiliate debt.

Equity in Net Income of Non-consolidated Affiliates

Equity in net income of non-consolidated affiliates of $43 million represents an increase of $8 million when compared to the same period of 2010. The increase was primarily attributable to Yanfeng and its related affiliates and resulted from higher OEM production levels in China.

Income Taxes

The provision for income taxes of $25 million for the three months ended September 30, 2011 represents an increase of $6 million when compared with the same period of 2010. The increase in tax expense reflects higher earnings in those countries where the Company is profitable, which includes the year-over-year impact of changes in the mix of earnings and differing tax rates between jurisdictions and tax expense related to year-to-date pre-tax losses in other categories of earnings which resulted in the elimination of the tax benefit recognized through June 30, 2011. These approximately $17 million in increases were partially offset by $11 million related primarily to the year-over-year changes to uncertain tax positions, including interest and penalties, the release of valuation allowances in foreign subsidiaries, and other items.

The Company continually reviews the results of its operations and its anticipated future earnings in assessing deferred tax asset valuation allowances. In connection with such reviews, the Company believes that to the extent its Visteon Sistemas operation in Brazil continues to generate and sustain current levels of profitability, the Company's assessment of the need for a full valuation allowance with respect to those deferred tax assets could change during the next twelve months. Any decrease in the valuation allowance would result in a reduction in income tax expense in the quarter recorded.

Results of Operations — Nine Months Ended September 30, 2011 and 2010

Product Sales

	Climate	Electronics	Interiors	Lighting	Eliminations	Total
			(Dollars in Millions)			
Nine months ended September 30, 2010 — Predecessor	$2,660	$ 935	$1,641	$ 345	$ (144)	$5,437
Volume	248	89	203	29	26	595
Currency	158	55	140	24	—	377
Divestitures and closures	—	(18)	(126)	—	—	(144)
Other	(26)	(14)	(4)	(4)	(29)	(77)
Nine months ended September 30, 2011 — Successor	$3,040	$ 1,047	$1,854	$ 394	$ (147)	$6,188

Climate product sales increased $248 million during the nine-month period ended September 30, 2011 due to higher production volumes in all regions including $139 million, $72 million and $30 million in Asia, North America and Europe, respectively. Additionally, favorable currency related to the Korean Won and Euro resulted in an increase of $158 million. All other changes, decreased Climate product sales by $26 million, including customer pricing and the non-recurrence of sales associated with 2010 accommodation agreements, partially offset by commodity recoveries and design actions.

Electronics product sales increased $89 million during the nine-month period ended September 30, 2011 due to higher production volumes of $89 million, $23 million and $16 million in North America, Asia and South America, respectively, partially offset by lower production volumes in Europe of $39 million. Product sales decreased $18 million in connection with the closure of the Company's Lansdale, Pennsylvania ("North Penn") facility in 2010 and customer sourcing actions that resulted in the announced closure of the El Puerto de Santa Maria, Cadiz, Spain facility in 2011. Favorable currency of $55 million primarily related to the strengthening of the Euro and the Japanese Yen also increased sales. All other changes, decreased Electronics product sales by $14 million, including customer pricing, partially offset by commodity recoveries and design actions.

Interiors product sales increased $203 million during the nine-month period ended September 30, 2011 due to higher production volumes of $151 million and $111 million in Asia and Europe, respectively, partially offset by lower production volumes in South America of $59 million. Favorable currency of $140 million primarily related to the Euro, Korean Won and Brazilian Real further increased sales. The exit of the Company's North America Interiors operations and its Interiors operation in La Touche-Tizon, Rennes, France in 2010 resulted in a decrease in sales of $126 million. All other changes, decreased Interiors product sales by $4 million, including customer pricing, partially offset by commodity recoveries and design actions and sales associated with customer agreements.

Lighting product sales increased $29 million during the nine-month period ended September 30, 2011 primarily due to higher production volumes of $50 million in Europe, partially offset by lower production volumes of $22 million in North America. Favorable currency of $24 million primarily relating to the Euro further increased sales. All other changes reduced Lighting product sales by $4 million, including customer pricing, partially offset by commodity recoveries and design actions.

Product Cost of Sales

	Climate	Electronics	Interiors	Lighting	Eliminations	Total
			(Dollars in Millions)			
Nine months ended September 30, 2010 — Predecessor	$2,335	$ 799	$1,552	$ 335	$ (144)	$4,877
Material	306	87	182	29	29	633
Freight and duty	6	—	(1)	(1)	—	4
Labor and overhead	103	47	27	10	(22)	165
Depreciation and amortization	50	8	—	(7)	3	54
Other	(18)	1	(22)	13	(13)	(39)
Nine months ended September 30, 2011 — Successor	$2,782	$ 942	$1,738	$ 379	$ (147)	$5,694

Climate product cost of sales increased $447 million to $2.8 billion during the nine-month period ended September 30, 2011, compared with $2.3 billion during the nine-month period ended September 30, 2010. Material costs increased $306 million, including $265 million related to production volumes and currency and $83 million primarily related to higher aluminum, resin and other commodity costs and design changes, partially offset by $42 million of manufacturing efficiencies and purchasing improvements. Labor and overhead increased $103 million, including $77 million related to production volumes and currency, $16 million due to the non-recurrence of expense reductions associated with the termination of certain U.S. OPEB plans and $10 million related to higher manufacturing costs, net of efficiencies. Depreciation and amortization increased $50 million, including $18 million of intangible asset amortization, $4 million of accelerated deprecation associated with restructuring activities and the impact of fresh-start accounting on asset values. Other reductions in Climate product cost of sales of $18 million include the impact of exchange related balance sheet revaluations.

Electronics product cost of sales increased $143 million to $942 million during the nine-month period ended September 30, 2011, compared with $799 million during the nine-month period ended September 30, 2010. Material costs increased $87 million, including $111 million related to production volumes and currency and $5 million related to the impact of commodity costs and design changes, partially offset by $21 million associated with manufacturing efficiencies and purchasing improvement efforts and $8 million related to the closure of the North Penn facility. Labor and overhead increased $47 million, including $53 million due to the non-recurrence of expense reductions associated with the termination of certain U.S. OPEB plans and $15 million related to production volumes and currency, partially offset by $16 million of savings attributable to net manufacturing efficiencies and $5 million related to the closure of the North Penn facility.

Interiors product cost of sales increased $186 million to $1.7 billion during the nine-month period ended September 30, 2011, compared with $1.6 billion during the nine-month period ended September 30, 2010. Material costs increased $182 million, including $257 million related to production volumes and currency and $4 million related to the impact of commodity costs and design changes, partially offset by $70 million related to the exit of the Company’s North America Interiors operations and La Touche-Tizon, Rennes, France operation in 2010 and $9 million associated with manufacturing efficiencies and purchasing improvements. Labor and overhead increased $27 million, including $46 million related to production volumes and currency and $16 million related to increases in manufacturing costs net of
efficiencies, partially offset by the impact of plant divestitures and closures of $31 million and $4 million

due to the non-recurrence of expense associated with the termination and reinstatement of certain U.S. OPEB plans. Other reductions in Interiors product cost of sales of $22 million include the impact of exchange related balance sheet revaluations as well as the 2011 gain associated with a Brazilian land sale.

Lighting product cost of sales increased $44 million to $379 million during the nine-month period ended September 30, 2011, compared with $335 million during the nine-month period ended September 30, 2010. Material costs increased $29 million, including $26 million related to production volumes and currency and $8 million related to the impact of commodity costs and design changes, partially offset by $5 million associated with manufacturing efficiencies and purchasing improvements. Labor and overhead increased $10 million due to increases in manufacturing costs net of efficiencies of $7 million and $3 million related to production volumes and currency. Other includes the non-recurrence of a gain related to a land sale in 2010.

Selling, General and Administrative Expense

Selling, general and administrative expense totaled $313 million for the nine months ended September 30, 2011, compared with $292 million for the same period in 2010, for an increase of $21 million including $10 million of unfavorable currency, $10 million related to intangible asset amortization, $8 million associated with reorganization related professional fees and claim adjustments, $4 million related to employee termination expense and $4 million related to higher administrative expenses. These increases were partially offset by the non-recurrence of $18 million of actuarial losses associated with the termination of certain U.S. OPEB plans.

Reorganization Expense, Net

Reorganization expense, net includes amounts directly associated with the Company's chapter 11 reorganization under the Bankruptcy Code prior to the Effective Date. Such amounts totaled $123 million for the nine-month period ended September 30, 2010 and were principally comprised of professional fees.

Other Expense, Net

Other expense, net is comprised of the following:

	Nine Months Ended September 30	
	Successor	Predecessor
	2011	2010
Restructuring	$ 18	$ 20
Asset impairment and loss on sale of assets	—	25
	$ 18	$ 45

During the first nine months of 2011 the Company recorded approximately $22 million primarily for severance and termination benefits related to the announced closure of the Company's Electronics operation in El Puerto de Santa Maria, Cadiz, Spain. Additionally, during the first nine months of 2011, the Company recorded approximately $5 million for employee severance and termination benefits associated with previously announced actions at two European Interiors facilities. The Company also reversed approximately $9 million of previously established accruals, including $7 million for employee severance and termination benefits at a European Interiors facility pursuant to a March 2011 contractual agreement to cancel the related social plan and $2 million for employee and severance and termination benefits at a South American Electronics facility. The following is a summary of the Company's consolidated restructuring reserves and related activity for the nine months ended

September 30, 2011. The Company's restructuring expenses are primarily related to employee severance and termination benefit costs.

	Interiors	Climate	Electronics	Lighting	Central	Total
	(Dollars in Millions)					
December 31, 2010	$ 37	$ 2	$ 3	$ —	$ 1	$ 43
Expenses	5	—	22	—	—	27
Reversal	(7)	—	(2)	—	—	(9)
Foreign currency	2	—	(1)	—	—	1
Utilization	(32)	—	(2)	—	(1)	(35)
September 30, 2011	$ 5	$ 2	$ 20	$ —	$ —	$ 27

Utilization of $35 million primarily represents payments for severance and other employee termination benefits related to previously announced restructuring actions.

During the nine months ended September 30, 2010, the Company recorded $20 million of restructuring expenses, including $6 million of employee severance and termination benefits to streamline corporate administrative and support functions; $6 million of equipment move and relocation costs; $5 million of employee severance and termination benefits related to the closure of a European Interiors facility; $3 million of employee severance and termination benefits related to customer accommodation and support agreements.

In June 2010, the Company reached an agreement to sell its entire 46.6% interest in the shares of Toledo Molding & Die, Inc., a supplier of interior components, for proceeds of approximately $10 million. The Company recorded an impairment charge of approximately $4 million, representing the difference between the carrying value of the Company's investment in Toledo Molding & Die, Inc. and the expected share sale proceeds. Additionally, in March 2010, the Company completed the sale of substantially all of the assets of Atlantic Automotive Components, L.L.C., and recorded losses of approximately $21 million in connection with the sale.

Interest

Interest expense for the nine-month period ended September 30, 2011 was $38 million including $17 million related to the 6.75% senior notes, $11 million related to the Term Loan, $6 million related to affiliate debt and $4 million related to amortized debt issuance costs. During the nine-month period ended September 30, 2010, interest expense was $170 million, which included $152 million of contractual interest on the seven-year secured term loans that became probable being an allowed claim in connection with the Chapter 11 Proceedings, $6 million of adequate protection on the pre-petition ABL facility, $5 million on the DIP credit agreement and $7 million on affiliate debt. Interest income of $16 million for the nine-month period ended September 30, 2011 represents an increase of $6 million when compared to the prior year and is attributable to higher rates of return on higher cash and equivalent balances.

Loss on Debt Extinguishment

On April 6, 2011, the Company completed the sale of $500 million aggregate principal amount of 6.75% senior notes due April 15, 2019 ("Senior Notes"). Concurrently with the completion of the sale of the Senior Notes, the Company repaid its obligations under the Term Loan Credit Agreement ("Term Loan") and recorded a loss on early extinguishment of $24 million for unamortized original issue discount, debt fees and other debt issue costs associated with the Term Loan Credit Agreement.

Equity in Net Income of Non-consolidated Affiliates

Equity in net income of non-consolidated affiliates of $130 million represents an increase of $30 million when compared to the same period of 2010. The increase is primarily attributable to Yanfeng and its related affiliates resulting from higher OEM production levels in China and continued growth of the Yanfeng operations.

Income Taxes

The provision for income taxes of $87 million for the nine months ended September 30, 2011, represents a decrease of $7 million when compared with $94 million in the same period of 2010. The decrease in tax expense reflects a reduction in withholding taxes primarily related to an increase in non-U.S. earnings considered permanently reinvested, overall lower earnings in those countries where the Company is profitable, which includes the year-over-year impact of changes in the mix of earnings and differing tax rates between jurisdictions, the release of valuation allowances in foreign subsidiaries, and other items. These approximately $11 million in decreases were partially offset by $4 million related primarily to the year-over-year changes to uncertain tax positions, including interest and penalties.

Liquidity

Overview

The Company's primary liquidity needs are related to the funding of general business requirements, including working capital requirements, capital expenditures, indebtedness and customer launch activity. Additionally, the Company has liquidity needs related to reorganization items, employee retirement benefits and restructuring actions. The Company primarily funds its liquidity needs with cash flows from operating activities, a substantial portion of which is generated by the Company's international subsidiaries. Accordingly, the Company utilizes a combination of cash repatriation strategies, including dividends, royalties, intercompany loan repayments and other distributions and advances to provide the funds necessary to meet obligations globally. While there are no significant restrictions on the ability of the Company's subsidiaries to pay dividends or make other distributions, the Company's ability to access funds from its subsidiaries using these repatriation strategies is subject to, among other things, customary regulatory and statutory requirements and contractual arrangements including joint venture agreements. As of September 30, 2011, the Company had total cash balances of $780 million, including $22 million of restricted amounts. Cash balances totaling approximately $540 million were located in jurisdictions outside of the United States, of which $160 million is considered permanently reinvested for ongoing funding. If such permanently reinvested funds are needed for operations in the U.S., the Company would be required to accrue additional tax expense, primarily related to foreign withholding taxes.

To the extent that the Company's liquidity needs exceed cash provided by its operating activities, the Company would look to cash balances on hand; cash available through existing financing vehicles such as its $220 million asset-based revolving credit facility, subject to a borrowing base; the sale of businesses or other assets, subject to the terms of debt and other contractual arrangements; and then to potential additional capital through the debt or equity markets. Access to these markets is influenced by the Company's credit ratings. At September 30, 2011, Visteon's credit ratings were B1 and B+ by Moodys' and S&P, respectively, both with a stable outlook. Amounts available for borrowing under the revolving credit facility as of September 30, 2011 totaled $220 million with no outstanding borrowings or letter of credit obligations.

On September 27, 2011, the Company extended its $15 million Letters of Credit ("LOC") Facility with US Bank National Association through September 30, 2013. The Company must continue to maintain a collateral account with U.S. Bank equal to 103% of the aggregated stated amount of the LOCs with reimbursement for any draws. As of September 30, 2011, the company had $15 million of outstanding letters of credit issued under this facility and secured by restricted cash.

Since July 2011, heavy monsoon rains combined with tropical storms have led to severe flooding throughout Thailand, causing widespread damage. Also, during March 2011, a large earthquake triggered a tsunami off the coast of northeastern Japan and resulted in significant casualties, dislocation and extensive infrastructure destruction. The Company and its suppliers obtain materials and components from various sources affected directly or indirectly by the events in Thailand and Japan. Accordingly, the Company continues to work closely with its customers and suppliers to assess production and shipping capabilities and to minimize disruptions. The situation in Thailand continues to develop and therefore may cause production and supply interruptions. The situation in Japan has stabilized, however, production and supply interruptions may continue to occur in the future. Accordingly, there can be no assurance that the Company will not be further adversely affected by the events in Thailand and Japan including, but not limited to, production and supply disruptions, premium freight and customer shut-down costs. Such adverse impacts could have a material impact on the Company's financial condition, results of operations and cash flows.

During the third quarter of 2011, an initial investment of $6 million was made by Halla Climate Control Corporation ("Halla") in Wuhu Bonaire Automotive Electrical Systems Co., Ltd., an existing Chinese affiliate of Chery Automobile Co., Ltd. supporting Chery's climate control products. This transaction is expected to close in the fourth quarter of 2011, at which time Halla will make an additional investment of approximately $20 million, and will hold a 37.5% interest in the joint venture.

The Company's ability to fund its liquidity needs may be adversely affected by many factors including, but not limited to, general economic conditions, specific industry conditions, financial markets, competitive factors and legislative and regulatory changes. Additionally, the Company's liquidity needs may be affected by the level, variability and timing of its customers' worldwide vehicle production, which can be highly sensitive to regional economic conditions. Further, the Company's intra-year needs are impacted by seasonal effects in the industry, such as mid-year shutdowns, the subsequent ramp-up of new model production and the additional year-end shutdowns by primary customers. These seasonal effects normally require use of liquidity resources during the first and third quarters.

Cash Flows

Operating Activities

Cash provided from operating activities during the nine-month period ended September 30, 2011 totaled $55 million. The cash generated from operating activities primarily resulted from net income, as adjusted for non-cash items and increased employee fringe benefit accruals, partially offset by net trade working capital outflows related to seasonality and volume increases, bankruptcy professional fee and other payments, pension contributions and increased recoverable tax assets. Cash provided from operating activities during the nine-month period ended September 30, 2010 totaled $223 million. The cash generated from operating activities primarily resulted from net income, as adjusted for non-cash items, the accrual of post-petition interest on the seven-year term loans, employee performance incentive compensation accruals and customer accommodation and support agreement payments, partially offset by net trade working capital outflows primarily related to seasonality and bankruptcy professional fee payments.

Investing Activities

Cash used by investing activities during the nine-month period ended September 30, 2011 totaled $187 million primarily resulting from $185 million of capital expenditures and $2 million of net other outflows. Cash used by investing activities during the nine-month period ended September 30, 2010 totaled $75 million primarily resulting from $117 million of capital expenditures, partially offset by $42 million of other inflows, including proceeds from the sale of the Company's Interiors operations located in Highland Park, Michigan and Saltillo, Mexico, the Company's ownership interest in Toledo, Molding & Die, Inc., the assets of Atlantic Automotive Components, LLC and the Company's former Lighting facility in Monterrey, Mexico.

Financing Activities

Cash used by financing activities during the nine-month period ended September 30, 2011 totaled $6 million primarily resulting from the termination and payoff of the existing $498 million Term Loan, reorganization related professional fees and minority shareholder dividend payments, offset by issuance of the $500 million in senior notes and a reduction in restricted cash related to the disbursement of previously escrowed funds to settle reorganization related rights offering and other financing fees. Cash used by financing activities totaled $193 million in the nine-month period ended September 30, 2010 and primarily resulted from payment in full of the $75 million balance outstanding under the DIP Credit Agreement, an increase in restricted cash, minority shareholder dividend payments, payment of 25% of the stock rights commitment premium and reductions in affiliate debt.

Debt and Capital Structure

Information related to the Company's debt is set forth in Note 8, "Debt," to the consolidated financial statements included herein under Item 1. For additional information, refer to the Company's Annual Report on Form 10-K for the year ended December 31, 2010 for specific debt agreements and additional information related to covenants and restrictions.

6.75% Senior Notes Due April 15, 2019

On April 6, 2011, the Company completed the sale of $500 million aggregate principal amount of 6.75% senior notes due April 15, 2019. The Senior Notes were issued under an Indenture, dated April 6, 2011 (the "Indenture"), among the Company, the subsidiary guarantors named therein, and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The Indenture and the form of Senior Notes provide, among other things, that the Senior Notes will be senior unsecured obligations of the Company. Interest is payable on the Senior Notes on April 15 and October 15 of each year beginning on October 15, 2011 until maturity. Each of the Company's existing and future 100% owned domestic restricted subsidiaries that guarantee debt under the Company's asset based credit facility will guarantee the Senior Notes.

The terms of the Indenture, among other things, limit the ability of the Company and certain of its subsidiaries to make restricted payments; restrict dividends or other payments of subsidiaries; incur additional debt; engage in transactions with affiliates; create liens on assets; engage in sale and leaseback transactions; and consolidate, merge or transfer all or substantially all of its assets and the assets of its subsidiaries. The Indenture provides for customary events of default which include (subject in certain cases to customary grace and cure periods), among others: nonpayment of principal or interest; breach of other agreements in the Indenture; defaults in failure to pay certain other indebtedness; the rendering of judgments to pay certain amounts of money against the Company and its subsidiaries; the failure of certain guarantees to be enforceable; and certain events of bankruptcy or insolvency. Generally, if an event of default occurs and is not cured within the time periods specified, the Trustee or the holders of at least 25% in principal amount of the then outstanding series of Senior Notes may declare all the Senior Notes of such series to be due and payable immediately.

The Senior Notes were sold to the initial purchasers who are party to a certain purchase agreement (the "Initial Purchasers") for resale to qualified institutional buyers under Rule 144A and to persons outside the United States under Regulation S. Pursuant to the terms of the registration rights agreement, dated April 6, 2011 (the "Registration Rights Agreement"), among the Company, the subsidiary guarantors named therein and the Initial Purchasers, the Company has agreed to offer to exchange substantially identical senior notes that have been registered under the Securities Act of 1933, as amended, for the Senior Notes, or, in certain circumstances, to register resales of the Senior Notes.

On April 6, 2011 and concurrently with the completion of the sale of the Senior Notes, the Company repaid its obligations under the Term Loan. The Company recorded non-cash losses of $24 million in the second quarter of 2011 for the early extinguishment of the Term Loan including unamortized original issue discount, debt fees and other debt issue costs.

In addition, the Company and certain of its domestic subsidiaries entered into a second amendment (the “Amendment”) to the Revolving Loan Credit Agreement (the “Revolver”) whereby the Revolver was amended and restated. The Amendment, among other things, reduces the commitment fee on undrawn amounts, decreases certain applicable margins and modifies or replaces certain of the covenants and other provisions. On April 1, 2011 the Company and certain of its domestic subsidiaries entered an incremental revolving loan amendment, whereby the commitment amounts under the Revolver were increased by $20 million, to a total facility size of $220 million, subject to borrowing base requirements. As of September 30, 2011, there were no amounts outstanding under Revolver and the amount available for borrowing was approximately $220 million.

As of September 30, 2011, the Company had capital leases and affiliate debt of $94 million primarily related to the Company’s non-U.S. operations, with $81 million and $13 million classified as short-term and long-term debt, respectively. Remaining availability on outstanding affiliate working capital credit facilities was approximately $191 million at September 30, 2011. The Company also participates in an arrangement, through a subsidiary in France, to sell accounts receivable on an uncommitted basis. The amount of financing available is contingent upon the amount of receivables less certain reserves. On September 30, 2011, there were no outstanding borrowings under this facility with $63 million of receivables pledged as security, which are recorded as Other current assets on the consolidated balance sheet.

Off-Balance Sheet Arrangements

In December 2010, the Company entered into a stipulation agreement obligating the Company to purchase certain professional services totaling $14 million on or before February 29, 2012. This agreement was contingent on Court approval and was subsequently re-negotiated in March 2011, whereby the obligation was reduced to $13 million. This agreement was approved by the Court in April 2011. Additionally, the Company has guaranteed approximately $39 million for lease payments related to its subsidiaries for leases between one and ten years. During January 2009, the Company reached an agreement with the Pension Benefit Guaranty Corporation (“PBGC”) pursuant to U.S. federal pension law provisions that permit the agency to seek protection when a plant closing results in termination of employment for more than 20 percent of employees covered by a pension plan. In connection with this agreement, the Company agreed to provide a guarantee by certain affiliates of certain contingent pension obligations of up to $30 million, the term of this guarantee is dependent upon certain contingent events as set forth in the PBGC Agreement. These guarantees have not, nor does the Company expect they are reasonably likely to have, a material current or future effect on the Company’s financial position, results of operations or cash flows.

Fair Value Measurements

The Company uses fair value measurements in the preparation of its financial statements, which utilize various inputs including those that can be readily observable, corroborated or generally unobservable. The Company utilizes market-based data and valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Additionally, the Company applies assumptions that market participants would use in pricing an asset or liability, including assumptions about risk. The primary financial instruments that are recorded at fair value in the Company’s financial statements are derivative instruments.

The Company’s use of derivative instruments creates exposure to credit loss in the event of nonperformance by the counterparty to the derivative financial instruments. The Company limits this exposure by entering into agreements directly with a variety of major financial institutions with high credit standards and that are expected to fully satisfy their obligations under the contracts. Fair value measurements related to derivative assets take into account the non-performance risk of the respective counterparty, while derivative liabilities take into account the non-performance risk of Visteon and its foreign affiliates. The hypothetical gain or loss from a 100 basis point change in non-performance risk would be less than $1 million for the fair value of foreign currency derivatives as of September 30, 2011.

Recent Accounting Standards

In September 2011, the Financial Accounting Standards Board ("FASB") issued guidance amending the options for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. This guidance provides an option to perform a qualitative assessment to determine whether the events or circumstances exist which could lead to the determination that it is more likely than not that the carrying amount of a reporting unit exceeds its fair value, prior to performing a quantitative assessment as provided for in previous guidance. This guidance is not expected to have a material impact on the Company's consolidated financial statements.

In June 2011, the FASB issued guidance amending comprehensive income disclosures retrospectively, for fiscal years, and interim reporting periods within those years, beginning after December 15, 2011. This guidance requires disclosure of all changes in the comprehensive income component of stockholders' equity to be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. The Company is currently evaluating the impact of this guidance on its consolidated financial statements.

In May 2011, the FASB issued guidance amending fair value measurement disclosures for fiscal years, and interim reporting periods within those years, beginning after December 15, 2011. This guidance will increase disclosures and result in common disclosure requirements between GAAP and International Financial Reporting Standards. The Company is currently evaluating the impact of this guidance on its consolidated financial statements.

Forward-Looking Statements

Certain statements contained or incorporated in this Quarterly Report on Form 10-Q which are not statements of historical fact constitute "Forward-Looking Statements" within the meaning of the Private Securities Litigation Reform Act of 1995 (the "Reform Act"). Forward-looking statements give current expectations or forecasts of future events. Words such as "anticipate", "expect", "intend", "plan", "believe", "seek", "estimate" and other words and terms of similar meaning in connection with discussions of future operating or financial performance signify forward-looking statements. These statements reflect the Company's current views with respect to future events and are based on assumptions and estimates, which are subject to risks and uncertainties including those discussed in Item 1A under the heading "Risk Factors" and elsewhere in this report. Accordingly, undue reliance should not be placed on these forward-looking statements. Also, these forward-looking statements represent the Company's estimates and assumptions only as of the date of this report. The Company does not intend to update any of these forward-looking statements to reflect circumstances or events that occur after the statement is made and qualifies all of its forward-looking statements by these cautionary statements.

You should understand that various factors, in addition to those discussed elsewhere in this document, could affect the Company's future results and could cause results to differ materially from those expressed in such forward-looking statements, including:

- Visteon's ability to satisfy its future capital and liquidity requirements; Visteon's ability to access the credit and capital markets at the times and in the amounts needed and on terms acceptable to Visteon; Visteon's ability to comply with covenants applicable to it; and the continuation of acceptable supplier payment terms.

- Visteon’s ability to satisfy its pension and other postretirement employee benefit obligations, and to retire outstanding debt and satisfy other contractual commitments, all at the levels and times planned by management.
- Visteon’s ability to access funds generated by its foreign subsidiaries and joint ventures on a timely and cost effective basis.
- Changes in the operations (including products, product planning and part sourcing), financial condition, results of operations or market share of Visteon’s customers.
- Changes in vehicle production volume of Visteon’s customers in the markets where it operates, and in particular changes in Ford’s and Hyundai Kia’s vehicle production volumes and platform mix.
- Increases in commodity costs or disruptions in the supply of commodities, including steel, resins, aluminum, copper, fuel and natural gas.
- Visteon’s ability to generate cost savings to offset or exceed agreed upon price reductions or price reductions to win additional business and, in general, improve its operating performance; to achieve the benefits of its restructuring actions; and to recover engineering and tooling costs and capital investments.
- Visteon’s ability to compete favorably with automotive parts suppliers with lower cost structures and greater ability to rationalize operations; and to exit non-performing businesses on satisfactory terms, particularly due to limited flexibility under existing labor agreements.
- Restrictions in labor contracts with unions that restrict Visteon’s ability to close plants, divest unprofitable, noncompetitive businesses, change local work rules and practices at a number of facilities and implement cost-saving measures.
- The costs and timing of facility closures or dispositions, business or product realignments, or similar restructuring actions, including potential asset impairment or other charges related to the implementation of these actions or other adverse industry conditions and contingent liabilities.
- Significant changes in the competitive environment in the major markets where Visteon procures materials, components or supplies or where its products are manufactured, distributed or sold.
- Legal and administrative proceedings, investigations and claims, including shareholder class actions, inquiries by regulatory agencies, product liability, warranty, employee-related, environmental and safety claims and any recalls of products manufactured or sold by Visteon.
- Changes in economic conditions, currency exchange rates, changes in foreign laws, regulations or trade policies or political stability in foreign countries where Visteon procures materials, components or supplies or where its products are manufactured, distributed or sold.
- Shortages of materials or interruptions in transportation systems, labor strikes, work stoppages, natural disasters or other interruptions to or difficulties in the employment of labor in the major markets where Visteon purchases materials, components or supplies to manufacture its products or where its products are manufactured, distributed or sold.
- Changes in laws, regulations, policies or other activities of governments, agencies and similar organizations, domestic and foreign, that may tax or otherwise increase the cost of, or otherwise affect, the manufacture, licensing, distribution, sale, ownership or use of Visteon’s products or assets.
- Possible terrorist attacks or acts of war, which could exacerbate other risks such as slowed vehicle production, interruptions in the transportation system or fuel prices and supply.

- The cyclical and seasonal nature of the automotive industry.
- Visteon’s ability to comply with environmental, safety and other regulations applicable to it and any increase in the requirements, responsibilities and associated expenses and expenditures of these regulations.
- Visteon’s ability to protect its intellectual property rights, and to respond to changes in technology and technological risks and to claims by others that Visteon infringes their intellectual property rights.
- Visteon’s ability to quickly and adequately remediate control deficiencies in its internal control over financial reporting.
- Other factors, risks and uncertainties detailed from time to time in Visteon’s Securities and Exchange Commission filings.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in reports the Company files with the SEC under the Securities Exchange Act of 1934 is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to the Company's management, including its CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

The Company's management carried out an evaluation, under the supervision and with the participation of the CEO and the CFO, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of September 30, 2011. Based upon that evaluation, the CEO and CFO concluded that the Company's disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal controls over financial reporting during the quarterly period ended September 30, 2011 that have materially affected, or are reasonably likely to materially affect, the Company's internal controls over financial reporting.

PART II
OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See the information above under Note 14, “Commitments and Contingencies,” to the consolidated financial statements which is incorporated herein by reference.

During the third quarter of 2011, the Company received a formal request from the competition unit of the European Commission for documents and information in connection with its on-going investigation into alleged anti-competitive behavior relating to specific automotive electronic components in the European Union/European Economic Area. The company has responded to the request. The Company’s policy is to comply with all laws and regulations, including all antitrust and competition laws, and it intends to cooperate fully with the European Commission in the context of its ongoing investigation.

ITEM 1A.RISK FACTORS

For information regarding factors that could affect the Company’s results of operations, financial condition and liquidity, see the risk factors discussed in Part I, “Item 1A. Risk Factors” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2010. See also, “Cautionary Statements Regarding Forward-Looking Information” included in Part I, Item 2 of this Quarterly Report on Form 10-Q.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table summarizes information relating to purchases made by or on behalf of the Company, or an affiliated purchaser, of shares of the Company’s common stock during the third quarter of 2011.

Issuer Purchases of Equity Securities

Period	Total Number of Shares (or Units) Purchased(1)	Average Price Paid per Share (or Unit)	Total Number of Shares (or units) Purchased as Part of Publicly Announced Plans or Programs	Maximum number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs
July 1, 2011 to July 31, 2011	1,249	$62.70	—	—
August 1, 2011 to August 31, 2011	1,798	$51.08	—	—
September 1, 2011 to September 30, 2011	1,028	$43.00	—	—
Total	4,075	$52.60	—	—

(1) This column includes only shares surrendered to the Company by employees to satisfy tax withholding obligations in connection with the vesting of restricted share and stock unit awards made pursuant to the Visteon Corporation 2010 Incentive Plan.

ITEM 6. EXHIBITS

See Exhibit Index on Page 51.

Table of Contents

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 thereunto duly authorized.

VISTEON CORPORATION

By: /s/ MICHAEL J. WIDGREN

Michael J. Widgren

Vice President, Corporate Controller and Chief Accounting Officer

Date: November 3, 2011

[Table of Contents](#)

EXHIBIT INDEX

Exhibit Number	Exhibit Name
10.1	Visteon Corporation 2010 Supplemental Executive Retirement Plan, as amended and restated.*
10.2	Visteon Corporation Savings Parity Plan.*
10.3	Change in Control Agreement, effective as of October 17, 2011, between Visteon Corporation and Martin E. Welch, III.*
31.1	Rule 13a-14(a) Certification of Chief Executive Officer dated November 3, 2011.
31.2	Rule 13a-14(a) Certification of Chief Financial Officer dated November 3, 2011.
32.1	Section 1350 Certification of Chief Executive Officer dated November 3, 2011.
32.2	Section 1350 Certification of Chief Financial Officer dated November 3, 2011.
101.INS	XBRL Instance Document.**
101.SCH	XBRL Taxonomy Extension Schema Document.**
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.**
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.**
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.**
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.**

* Indicates that exhibit is a management contract or compensatory plan or arrangement.
**Pursuant to Rule 406T of Regulation S-T, the Interactive Data Files as Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

In lieu of filing certain instruments with respect to long-term debt of the kind described in Item 601(b)(4) of Regulation S-K, Visteon agrees to furnish a copy of such instruments to the Securities and Exchange Commission upon request.

Exhibit 10.1

VISTEON CORPORATION

2010 SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

(As Amended and Restated Effective January 1, 2012)

VISTEON CORPORATION

2010 SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

The Visteon Corporation 2010 Supplemental Executive Retirement Plan (the “Plan”) was established, effective October 5, 2010, to promote the best interests of Visteon Corporation (the “Company”) and the stockholders of the Company by attracting and retaining key management employees possessing a strong interest in the successful operation of the Company and its subsidiaries or affiliates and encouraging their continued loyalty, service and counsel to the Company and its subsidiaries or affiliates. The Plan is amended and restated effective January 1, 2012, as set forth herein.

ARTICLE I. DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions. The following terms have the meanings indicated below unless the context in which the term is used clearly indicates otherwise.

(a) Affiliate: A person or legal entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control, with the Company, within the meaning of Code Sections 414(b) and (c); provided that Code Section 414(b) and (c) shall be applied by substituting “at least fifty percent (50%)” for “at least eighty percent (80%) each place it appears therein.

(b) Annual Incentive: The portion of the Visteon Corporation 2010 Incentive Plan, or any successor plan, that provides for incentive compensation that is awarded in the form of a cash bonus and that is based on a performance period of 12 months or less.

(c) BalancePlus Program: Part B of the Visteon Pension Plan.

(d) Beneficiary: The person or entity designated by a Participant to be his or her beneficiary for purposes of this Plan (subject to such limitations as to the classes and number of beneficiaries and contingent beneficiaries and such other limitations as the Committee may prescribe). A Participant’s designation of beneficiary shall be valid and in effect only if a properly executed designation, in such form as the Committee shall prescribe, is filed and received by the Committee or its delegate prior to the Participant’s death. If a Participant designates his or her spouse as beneficiary, such beneficiary designation automatically shall become null and void on the date of the Participant’s divorce or legal separation from such spouse. If a valid designation of beneficiary is not in effect at the time of the Participant’s death, the Participant’s surviving spouse, or if there is no surviving spouse, the estate of the Participant, shall be deemed to be the sole beneficiary. If multiple beneficiaries have been designated and one or more of the beneficiaries predecease the Participant, then upon the Participant’s death, payment shall be made exclusively to the surviving beneficiary or beneficiaries unless the Participant’s designation specifies an alternate method of distribution. Further, in the event that the Committee is uncertain as to the identity of the Participant’s beneficiary, the Committee may deem the estate of the Participant to be the sole beneficiary. Beneficiary designations shall be in writing (or in such other form as authorized by the Committee for this purpose, which may include on-line designations), shall be filed with the Committee or its delegate, and shall be in such form as the Committee may prescribe for this purpose.

(e) Board: The Board of Directors of the Company.

(f) Code: The Internal Revenue Code of 1986, as interpreted by regulations and rulings issued pursuant thereto, all as amended and in effect from time to time. Any reference to a specific provision of the Code shall be deemed to include reference to any successor provision thereto.

(g) Committee: The Organization and Compensation Committee of the Board.

(h) Company: Visteon Corporation, or any successor thereto.

(i) Covered Employment Classification: The employment positions classified by the Company (or by a Participating Employer with the consent of the Company) as Leadership Level One, Leadership Level Two, Leadership Level Three, Leadership Level Four, elected Corporate Officer, Executive Leader, Senior Director, Director or, prior to January 1, 2006, Senior Leader.

(j) Credited Service:

(i) For purposes of determining supplemental benefits under Article II, the years and any fractional year of credited service attributable to employment through June 30, 2006, without duplication and not exceeding one year for any calendar year, of the Participant under all the Retirement Plans; provided, that solely for purposes of this Plan as applied to a Participant who is a Transferred Group I or II Employee as defined under the Visteon Pension Plan, and subject to Section 2.03, the Participant's credited service under all of the Retirement Plans shall be deemed to include, to the extent not otherwise considered under the Retirement Plans, the Participant's credited service recognized under the General Retirement Plan of Ford Motor Company for employment through June 30, 2000.

(ii) For purposes of determining the Pension Equity Benefit under Section 3.03, the service through December 31, 2011 that is or would be recognized for the Participant under the pension equity component of the BalancePlus Program, taking into account the modifications set forth in Section 3.03 of this Plan.

(k) Effective Date: October 5, 2010.

(l) Eligibility Service: Subject to Section 2.06, service with a Participating Employer while employed in a Covered Employment Classification; provided, that in the case of a Participant who was covered under the Ford Motor Company Supplemental Executive Retirement Plan on June 30, 2000, Eligibility Service recognized for such Participant under the Ford Motor Company Supplemental Executive Retirement Plan as of June 30, 2000 shall be recognized as Eligibility Service under this Plan. A Participant's Eligibility Service is not affected by the cessation of benefit accruals under Articles II and III.

(m) ERISA: The Employee Retirement Income Security Act of 1974, as interpreted by regulations and rulings issued pursuant thereto, all as amended and in effect from time to time. Any reference to a specific provision of ERISA shall be deemed to include reference to any successor provision thereto.

(n) Investment Options: One or more of the hypothetical investment options established by the Committee from time to time.

(o) Participant: Subject to Section 2.06, a person who (i) is classified by a Participating Employer as a common law employee and is enrolled on the active employment rolls of the Participating Employer, (ii) is regularly employed by a Participating Employer on a salaried basis (as distinguished from a pension, retirement allowance, severance pay, retainer, commission, fee under a contract or other arrangement, or hourly, piecework or other wage), and (iii) either (A) is employed on December 31, 2011 in a Covered Employment Classification, or (B) is an elected Corporate Officer. In addition, where the context so requires, the term Participant includes a former Participant who is entitled to receive a benefit hereunder. Effective January 1, 2012, the Plan is closed to new Participants other than elected Corporate Officers.

(p) Participating Employer: The Company, Visteon Global Technologies, Inc., Visteon International Business Development, Inc., and each other subsidiary a majority of the voting stock of which is owned directly or indirectly by the Company or a limited liability company a majority of the membership interest of which is owned directly or indirectly by the Company, that with the consent of the Committee, participates in the Plan for the benefit of one or more Participants in its employ.

(q) Pension Equity Benefit: The amount calculated under Section 3.03(a)(i)(B) and Section 3.03(c). This amount is determined (with certain modifications) by reference to the pension equity formula of the BalancePlus Program. A pension equity benefit under Section 3.03 will be calculated for each Participant, whether or not the Participant is actually covered under the BalancePlus Program and/or the pension equity component of the BalancePlus Program.

(r) Plan: The Visteon Corporation 2010 Supplemental Executive Retirement Plan, as amended and in effect from time to time.

(s) Retirement Plans: Part A of the Visteon Pension Plan and the Salaried Retirement Plan of Visteon Systems, LLC (as in effect prior to its merger into the Visteon Pension Plan), all as amended and in effect from time to time. The Retirement Plan includes the following components:

(i) Contributory/Noncontributory Service Program: Part A of the Visteon Pension Plan or the Salaried Retirement Plan of Visteon Systems, LLC (as in effect prior to its merger into the Visteon Pension Plan), excluding the portions of such programs that constitute the Cash Balance Program.

(ii) Cash Balance Program: The portion of the Retirement Plan that calculates benefit accruals using a cash balance and/or pension equity formula, including, without limitation, (A) the BalancePlus Component, and (B) the portions of Parts A of the Visteon Pension Plan and the Salaried Retirement Plan of Visteon Systems, LLC (as in effect prior to its merger into the Visteon Pension Plan) that calculate benefit accruals using a cash balance formula.

(t) Separation from Service: The date on which a Participant terminates employment from the Company and all Affiliates, provided that (1) such termination constitutes a separation from service for purposes of Code Section 409A, and (2) the facts and circumstances indicate that the Company (or the Affiliate) and the Participant reasonably believed that the Participant would perform no further services (either as an employee or as an independent contractor) for the Company (or the Affiliate) after the Participant's termination date, or believed that the level of services the Participant would perform for the Company (or the Affiliate) after such date (either as an employee or as an independent contractor) would permanently decrease such that the Participant would be providing insignificant services to the Company or an Affiliate. For this purpose, a Participant is deemed to provide insignificant services to the Company or an Affiliate, and thus to have incurred a bona fide Separation from Service, if the Participant provides services at an annual rate that is less than twenty percent (20%) of the services rendered by such Participant, on average, during the immediately preceding thirty-six (36) months of employment (or his or her actual period of employment if less). Notwithstanding the foregoing, if a Participant takes a leave of absence from the Company or an Affiliate for the purpose of military leave, sick leave or other bona fide leave of absence, the Participant's employment will be deemed to continue for the first six (6) months of the leave of absence, or if longer, for so long as the Participant's right to reemployment is provided either by statute or by contract; provided that if the leave of absence is due to a medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than six (6) months, where such impairment causes the Participant to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, the leave may be extended for up to twenty-nine (29) months without causing a Separation from Service.

(u) SERP Eligibility Date: The date on which the Participant's termination of employment with the Participating Employers occurs if the Participant has, for each of at least five years of Eligibility Service immediately preceding the Participant's termination of employment with a Participating Employer, been selected to participate in the Company's Annual Incentive program and has been granted a target bonus under such program of at least

30% of the Participant’s annual base salary rate in effect on the date the target bonus amount is established. A Participant’s SERP Eligibility Date may be after the date on which benefit accruals under Articles II and III have ceased.

(v) Valuation Date: Each day on which the New York Stock Exchange is open for business.

Section 1.02. Construction and Applicable Law.

(a) Wherever any words are used in the masculine, they shall be construed as though they were used in the feminine in all cases where they would so apply; and wherever any words are use in the singular or the plural, they shall be construed as though they were used in the plural or the singular, as the case may be, in all cases where they would so apply. Titles of articles and sections are for general information only, and the Plan is not to be construed by reference to such items.

(b) This Plan is intended to be a plan of deferred compensation maintained for a select group of management or highly compensated employees as that term is used in ERISA, and shall be interpreted so as to comply with the applicable requirements thereof. In all other respects, the Plan is to be construed and its validity determined according to the laws of the State of Michigan to the extent such laws are not preempted by federal law. In case any provision of the Plan is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, but the Plan shall, to the extent possible, be construed and enforced as if the illegal or invalid provision had never been inserted.

ARTICLE II. SUPPLEMENTAL BENEFITS FOR PARTICIPANTS WITH RETIREMENT PLAN SERVICE (OTHER THAN SERVICE RECOGNIZED UNDER THE CASH BALANCE PROGRAMS)

Section 2.01. Eligibility. Subject to Section 2.05, a Participant who is covered under the Contributory/Noncontributory Service Program or under the Salaried Retirement Plan of Visteon Systems, LLC (as in effect prior to its merger into the Visteon Pension Plan) shall be eligible to receive a supplemental benefit as provided in this Article II if the Participant:

(i) is employed on or after the Effective Date;

(ii) is employed in a Covered Employment Classification at termination of employment; and

(iii) terminates employment with the approval of the Participating Employer and on such termination date the Participant satisfies the SERP Eligibility Date requirements.

Section 2.02. Additional Definitions. For purposes of this Article II, the following terms have the meanings indicated below:

(a) Final Five Year Average Base Salary: The average of the Participant's Monthly Base Salary for the five December 31 measurement dates coincident with or immediately preceding the earlier to occur of (i) December 31, 2011, or (ii) the first date on which the Participant retires from or otherwise ceases to be employed in a Covered Employment Classification with the Company and its Affiliates.

(b) Monthly Base Salary: Subject to Section 2.06, the monthly base salary paid to a Participant while employed in a Covered Employment Classification on a December 31 measurement date coincident with or immediately preceding the earlier to occur of (i) December 31, 2011, or (ii) the first date on which the Participant retires from or otherwise ceases to be employed in a Covered Employment Classification with the Company and its Affiliates. The Participant's monthly base salary shall be determined prior to giving effect to any salary reduction agreement to which Section 125 or Section 402(a)(8) of the Code applies, and shall not include any other kind of extra or additional compensation. For purposes of this subsection, base salary paid by Ford Motor Company prior to July 1, 2000 shall be treated as if paid by the Company.

Section 2.03. Amount of Supplemental Benefit.

(a) Subject to Section 2.06, any reductions pursuant to subsections (b) and (c) below and to any limitations and reductions pursuant to other provisions of the Plan, the supplemental benefit, when expressed in the form of a monthly life annuity with no survivor benefits commencing on the first day of the month next following the Participant's termination of employment, shall be an amount equal to the Participant's Final Five Year Average Base Salary multiplied by the Participant's years of Credited Service through June 30, 2006, and further multiplied by the Applicable Percentage based on the Covered Employment Classification in which the Participant served immediately prior to his or her retirement, as follows:

Covered Employment Classification Immediately Prior to Retirement	Applicable Percentage
Chairman	0.90%
President	0.80%
Executive Vice President	0.80%
Senior Vice President	0.75%
Elected Vice President	0.70%
Executive Leader (other than a Participant who was a Senior Leader on January 1, 2006 and who became an Executive Leader on such date coincident with the elimination of the Senior Leader classification) or Leadership Level Two	0.40%
Director, Senior Director or Senior Leader (including Participants who were classified as Senior Leaders on January 1, 2006 and who became either Executive Leaders or Senior Directors coincident with the elimination of the Senior Leader classification), Leadership Level Three, or Leadership Level Four	0.20%

(b) For a Participant who is a Transferred Group I or II Employee as defined under the Visteon Pension Plan and who is entitled to a benefit under the Ford Motor Company Supplemental Executive Retirement Plan, the monthly supplement benefit payable hereunder shall be reduced by the amount of the supplemental benefit to which the Participant is entitled under the Ford Motor Company Supplemental Executive Retirement Plan (or to which the Participant would have been entitled under such plan except for any forfeiture of benefits attributable to the Participant's conduct), assuming commencement on the first day of the month next following the Participant's termination of employment. In addition, the Committee may further adjust the monthly supplemental benefit payable to a Participant who is a Transferred Group I or II Employee if such action is necessary or desirable as a result of changes in the Ford Motor Company Supplemental Executive Retirement Plan or if such action is otherwise necessary or desirable in order to avoid duplicative benefits or to ensure that the Participant's aggregate benefit from this Plan and from the Ford Motor Company Supplemental Executive Retirement Plan, and the allocation of benefits between such plans, is consistent with the Employee Transition Agreement dated April 1, 2000 by and between the Company and Ford Motor Company, and any amendments thereto.

(c) For a Participant who shall retire before age 62, the monthly supplemental benefit payable hereunder shall equal the amount calculated in accordance with subsections (a) and (b) immediately above, reduced by 5/18 of 1% multiplied by the number of months from the later of the date the supplemental benefit commences, or age 55 in the case of earlier receipt by reason of disability retirement, to the first day of the month after the Participant would attain age 62.

Section 2.04. Payments. Supplemental benefit payments shall be paid to the Participant in the form of a single lump sum payment on the first day of the seventh month following the Participant's Separation from Service. The amount of the lump sum payment will be equal to the present value of the monthly amount calculated under Section 2.03 above, with such present value determined by using the discount rates and mortality tables that are used to calculate the obligations for the Plan as disclosed in the Company's audited financial statements for the year ended immediately prior to the year in which occurs the Participant's Separation from Service, or, in the case of a Participant whose Separation from Service occurs prior to December 31, 2010, as disclosed in the reorganized Company's financial statements as of the business day prior to the Effective Date (the "Financial Statement Factors"). The lump sum present value is calculated in three ways, and the Participant is entitled to the greatest of the three. Under the first calculation, the lump sum is equal to the sum of (i) the lump sum value determined when the monthly amount calculated under Section 2.03 is multiplied by an immediate annuity factor that is determined by reference to the Financial Statement Factors and the Participant's age at Separation from Service, and (ii) six months of interest, at the rate determined by reference to the Financial Statement Factors, on the amount determined under clause (i). Under the second calculation, the lump sum is the amount determined when the monthly amount calculated under Section 2.03 is multiplied by an immediate annuity factor that is determined by reference to the Financial Statement Factors and the Participant's age at Separation from Service plus six months. Under the third calculation, which is applicable only if the Participant will be under age 55 at the benefit payment date, the lump sum is the amount determined when the monthly amount calculated under Section 2.03 is multiplied by a deferred to age 55 annuity factor that is determined by reference to the Financial Statement Factors and the Participant's age at Separation from Service.

Section 2.05. Death Benefits.

(a) Death During Employment. If the Participant dies during employment, no benefit is payable under the Plan.

(b) Death After Termination But Prior to Benefit Payment. In the event a Participant who terminates from employment with an entitlement to a benefit dies prior to payment of such benefit, the benefit will be paid to the Participant’s Beneficiary in the form of a single lump sum payment (calculated in accordance with Section 2.04) on the first day of the seventh month following the Participant’s Separation from Service.

(c) Death After Benefit Payment. If a Participant dies on or after the date on which a lump sum payment of the Participant’s supplement benefit has been made, no further benefits are payable following the Participant’s death.

Section 2.06. Special Rules for Certain Employees Affected by 2001 Work Force Restructuring Program. The following rules shall apply to an employee who (i) was employed in a Covered Employment Classification immediately prior to the Company’s 2001 Work Force Restructuring (the “Restructuring”), and (ii) continued to be employed by a Participating Employer following the Restructuring but, as a result of the Restructuring, ceased to be employed in a Covered Employment Classification:

(a) The employee will continue as a Participant in the Plan notwithstanding the employee’s transfer to a non-Covered Employment Classification.

(b) The employee will continue to accumulate Eligibility Service for employment with a Participating Employer following the Restructuring, and such employment shall be treated, for purposes of Section 1.01(o), 2.01, 2.02(b), 3.01(b) and 4.01(a) as if it were employment in an Eligible Employment Classification.

(c) The amount of the employee’s supplemental benefit under Section 2.03 shall be based on the Covered Employment Classification in which the employee was employed immediately prior to the Restructuring.

Section 2.07. Cessation of Benefit Accruals. Notwithstanding anything in the Plan to the contrary, a Participant accrues a supplemental benefit pursuant to Article II only with respect to Credited Service (or other eligible service) through June 30, 2006 and only with respect to Monthly Base Salary and Final Five Year Average Base Salary through December 31, 2011. Employment or service or compensation after these dates are not recognized under Article II for benefit accrual purposes.

ARTICLE III. SUPPLEMENTAL BENEFITS FOR SERVICE RECOGNIZED UNDER THE CASH BALANCE PROGRAMS

Section 3.01. Eligibility. Subject to Section 3.05, a Participant shall be eligible to receive a supplemental benefit as provided in this Article III if the Participant:

(a) is covered under and will receive a benefit from the Cash Balance Program;

(b) is employed in a Covered Employment Classification at termination of employment; and

(c) terminates employment with the approval of the Participating Employer and on such termination date the Participant satisfies the SERP Eligibility Date requirements.

Section 3.02. Additional Definitions. For purposes of this Article III, the following terms have the meanings indicated below:

(a) Compensation: For periods prior to January 1, 2012, the Participant's compensation as defined in the Cash Balance Program that is applicable for purposes of determining the Participant's cash balance accruals, plus for any month while in a Covered Employment Classification, if not otherwise recognized, any Annual Incentive amounts actually paid to the Participant (or that would have been paid to the Participant except for the Participant's election to defer all or a portion of such payment), all as determined without regard to the compensation limitation of Code Section 401(a)(17). Compensation on or after January 1, 2012 is not recognized under Article III.

(b) Final Average Compensation: The final average compensation that would be determined for the Participant under the BalancePlus Program (or that would be determined for the Participant under the BalancePlus Program if the Participant is treated as being eligible for the pension equity component of the BalancePlus Program) for purposes of determining pension equity accruals, plus the average of the three highest consecutive Annual Incentive amounts paid to the Participant (or that would have been paid to the Participant except for the Participant's election to defer all or a portion of such payment) in each case during the 120 month period immediately preceding the earlier to occur of (i) January 1, 2012, or (ii) the Participant's termination of employment, all as determined without regard to the compensation limitation of Code Section 401(a)(17).

Section 3.03. Amount of Supplemental Benefit.

(a) Subject to any limitations and reductions pursuant to other provisions of the Plan, the supplemental benefit, when expressed in the form of a life annuity without survivor benefits, shall be an amount equal to:

(i) The greater of (A) the monthly annuity benefit that the Participant would have received under the Cash Balance Program (excluding any pension equity component) if the Participant's benefit under such program had been calculated in accordance with the modifications described in subsection (b) below, or (B) the monthly Pension Equity Benefit calculated in accordance with subsection (c) below; minus

(ii) The monthly annuity benefit to which the Participant is actually entitled under the Cash Balance Program (including any pension equity component); minus

(iii) The monthly annuity benefit to which the Participant is actually entitled under the Visteon Corporation 2010 Pension Parity Plan (prior to conversion of the benefit to a single sum form of payment).

(b) The Cash Balance Program monthly annuity benefit for purposes of subsection (a)(i)(A) above is the monthly annuity benefit to which the Participant would have been entitled under the Cash Balance Program (disregarding any pension equity component) if the Participant's benefit under such program were calculated consistent with the following modifications:

(i) The limitations of Code Section 415 are disregarded; and

(ii) For purposes of calculating a Participant's cash balance benefit, the benefit is calculated by applying the definition of Compensation set forth in Section 3.02(b) above in lieu of the definition set forth in the Cash Balance Program.

(c) The Pension Equity Benefit for purposes of subsection (a)(i)(B) above is the monthly annuity benefit to which the Participant would have been entitled under the pension equity component of the BalancePlus Program if the benefit were calculated consistent with the following:

(i) The Participant is treated as being eligible for the pension equity component of the BalancePlus Program, whether or not the Participant is actually covered under the BalancePlus Program and/or the pension equity component of the BalancePlus Program;

(ii) The limitations of Code Section 415 are disregarded;

(iii) For purposes of calculating the Pension Equity Benefit:

(A) The benefit is calculated by applying a benefit multiplier of 15% in lieu of the 12.5% benefit multiplier specified in the BalancePlus Program;

(B) The benefit is calculated by applying the definition of Final Average Compensation set forth in Section 3.02(c) above in lieu of the definitions set forth in the BalancePlus Program; and

(C) The benefit is calculating by disregarding Credited Service (or other service) that is attributable to employment prior to July 1, 2006 by a Participant who during such period was covered under the Contributory/Noncontributory Service Program or the Salaried Retirement Plan of Visteon Systems, LLC (as in effect prior to its merger into the Visteon Pension Plan).

(D) The Participant's Credited Service is calculating as if the provision in the BalancePlus Program that limits Credited Service to periods of eligible employment through June 30, 2006 instead recognized eligible employment through December 31, 2011.

(E) The benefit is calculated by applying the following early commencement reduction factors in lieu of the early commencement factors set forth in the BalancePlus Program:

Applicable Period Preceding Participant's Normal Retirement Date	Reduction
First 5 Years	1.25% Per Year*
Years in Excess of 5 But Not More Than 20	3.75% Per Year*
Years in Excess of 20	Actuarially Equivalent Reduction*

* The reduction will be prorated for portions of a year, by multiplying the applicable reduction for a full year by a fraction, the numerator of which is the number of full months in such partial year, and the denominator of which is 12. In addition, the reduction is cumulative, e.g., if the Applicable Period is 23 years prior to the Participant's Normal Retirement Date, the reduction is 1.25% for each of years one through five, 3.75% for each of years six through 20, and an Actuarially Equivalent reduction for years 21 through 23. The Actuarial Equivalence basis used for early retirement reductions in excess of 20 years is the same basis defined in the BalancePlus Program.

(d) A Participant who becomes disabled while actively employed will continue to accrue benefits under this Article III during the period of disability to the same extent that the Participant accrues benefits under the Cash Balance Program during the period of such disability; provided that no benefits shall accrue as a result of this provision after December 31, 2011.

Section 3.04. Payment of Supplemental Benefit. Payments shall be paid to the Participant in the form of a single lump sum payment on the first day of the seventh month following the Participant's Separation from Service. The amount of the lump sum payment will be equal to the present value of the gross monthly amount calculated under Section 3.03 above, with such present value determined by using the discount rates and mortality tables that are used to calculate the obligations for the Plan as disclosed in the Company's audited financial statements for the year ended immediately prior to the year in which occurs the Participant's Separation from Service or, in the case of a Participant whose Separation from Service occurs prior to December 31, 2010, as disclosed in the reorganized Company's financial statements as of the business day prior to the Effective Date (the "Financial Statement Factors"). The lump sum present value is calculated in three ways, and the Participant is entitled to the greatest of the three. Under the first calculation, the lump sum is equal to the sum of (i) the lump sum value determined when the monthly amount calculated under Section 3.03 is multiplied by an immediate annuity factor that is determined by reference to the Financial Statement Factors and the Participant's age at Separation from Service, and (ii) six months of interest, at the rate determined by reference to the Financial Statement Factors, on the amount determined under clause (i). Under the second calculation, the lump sum is the amount determined when the monthly amount calculated under Section 3.03 is multiplied by an immediate annuity factor that is determined by reference to the Financial Statement Factors and the Participant's age at Separation from Service plus six months. Under the third calculation, which is applicable only if the Participant will be under age 55 at the benefit payment date, the lump sum is the amount determined when the monthly amount calculated under Section 3.03 is multiplied by a deferred to age 55 annuity factor that is determined by reference to the Financial Statement Factors and the Participant's age at Separation from Service.

Section 3.05. Death Benefits.

(a) Death During Employment. If the Participant dies during employment, no benefit is payable under the Plan.

(b) Death After Termination But Prior to Benefit Payment. In the event a Participant who terminates from employment with an entitlement to a benefit dies prior to payment of such benefit, a death benefit will be paid to the Participant's Beneficiary in the form a single lump sum payment. The amount of the death benefit will be equal to the actuarially equivalent single sum value (calculated in accordance with Section 3.04) of the monthly annuity benefit that other-wise would have been payable under Section 3.03. Distribution shall be made as soon as practicable (and in no event more than 90 days following) the date of the Participant's death.

(c) Death After Benefit Payment. If a Participant dies on or after the date on which a lump sum payment of the Participant's supplemental benefit has been made, no further benefits are payable following the Participant's death.

Section 3.06. Cessation of Benefit Accruals. Notwithstanding anything in the Plan to the contrary, a Participant accrues a supplemental benefit pursuant to Article III only with respect to Credited Service (or other eligible service), Compensation and Final Average Compensation through December 31, 2011. Employment or service or Compensation after December 31, 2011 is not recognized.

ARTICLE IV. SUPPLEMENTAL BENEFITS FOR SERVICE ON OR AFTER JANUARY 1, 2012

Section 4.01. Eligibility. Subject to Section 4.06, a Participant shall be eligible to receive a supplemental benefit as provided in this Article IV if the Participant:

(a) is employed in a Covered Employment Classification at termination of employment; and

(b) terminates employment with the approval of the Participating Employer and on such termination date the Participant satisfies the SERP Eligibility Date requirements; and

(c) for a Participant whose date of hire occurred prior to January 1, 2012, the Participant is covered under and will receive a benefit from the Cash Balance Program.

Section 4.02. Additional Definition. For purposes of this Article IV, Eligible Compensation means the base salary and Annual Incentive (if any) paid to the Participant during any month during which the Participant is employed in a Covered Employment Classification, all as determined without regard to the compensation limitation of Code Section 401(a)(17).

Section 4.03. Contribution Credits.

As of the last day of each month during which the Participant is employed in a Covered Employment Classification, the Company shall credit to a notional account for the Participant a Company contribution credit equal to a percentage of the Eligible Compensation paid to the Participant during that month, as determined in accordance with the following schedule:

Covered Employment Classification	Contribution Credit as a Percentage of Eligible Compensation
Director, Senior Director, Executive Leader and Vice President	6%
Executive Vice President, Senior Vice President, Product Group President	9%
Chief Executive Officer	14.5%

Section 4.04. Deemed Investment of Participant Accounts.

(a) The Committee may designate two or more Investment Options; provided that for any period prior to the date on which the Committee designates such Investment Options, the Participant's Account shall be credited with interest equivalent at the annual rate of 3.65%. The Committee's designation of an Investment Option does not imply any obligation on the part of the Participating Employers to set aside or otherwise invest funds in the designated Investment Option. The Investment Options serve merely as a device for determining the amount of deemed investment gain or loss to be credited or charged to the Participant's account. Further, the Committee may at any time modify the roster of available Investment Options, including the elimination of any Investment Option that was previously available under the Plan.

(b) In accordance with uniform rules prescribed by the Committee, from and after the date on which the Committee permits a Participant to make an election with respect to the deemed investment of his or her account, a Participant may designate, in such manner as the Committee may prescribe (which may include a requirement to use an on-line election system), how his or her account balance shall be deemed to be invested among the Investment Options or to change a previous investment designation. A Participant, in his or her investment designation, shall indicate whether the investment designation shall operate (i) to reallocate the account balance (as of the effective date of the election) in the percentages specified by the Participant in his or her investment election, and/or (ii) as a direction with respect to the deemed investment of future Company contribution credits. Subject to Section 4.04(a), if the Participant fails to make a timely and complete investment designation with respect to any portion of the Participant's account, he or she shall be deemed to have elected that 100% of portion of the account balance for which no direction has been received shall be deemed to be invested in the default Investment Option specified by the Committee.

(c) When selecting more than one Investment Option, the Participant shall designate, in whole multiples of 1% or such other percentage determined by the Committee, the percentage to be allocated to each Investment Option.

(d) A Participant's investment election or deemed investment election shall become effective on the date established by the Committee for this purpose, and shall remain in effect unless and until modified by a subsequent election that becomes effective in accordance with the rules of this Section.

(e) Other than a reallocation of part or all of a Participant's account balance pursuant to a revised investment election submitted by the Participant, the deemed investment allocation of a Participant will not be adjusted to reflect differences in the relative investment return realized by the various hypothetical Investment Options that the Participant has designated, i.e., in the absence of a new election, the Participant's account will not be periodically "rebalanced" to return the investment allocation of the Participant's account to the investment allocation in effect on the effective date of the Participant's most recent investment election.

(f) Subject to Section 4.04(a), as of each Valuation Date, the account of each Participant will be credited (or charged) based upon the investment gain (or loss) that the Participant would have realized with respect to his or her account since the immediately preceding Valuation Date had the Account been invested in accordance with the terms of the Plan and (if applicable) the Participant's actual or deemed investment election.

Section 4.05. Payment.

(a) Supplemental benefits with respect to eligible employment on or after January 1, 2012 accrue on a defined contribution basis. The benefit payable to a Participant who is eligible for supplemental benefits will be equal to the balance in the Participant's notional account, consisting of the sum of the Company contribution credits and deemed interest or investment gain or loss.

(b) If the Participant incurs a Separation from Service and is eligible for a supplemental benefit under Section 4.01, the Participant will receive payment in the form of a single lump sum on the first day of the seventh month following the Participant's Separation from Service. The amount of the lump sum payment will be equal to the balance in the Participant's Account on the Valuation Date immediately preceding the payment date (the date on which the distribution is processed).

Section 4.06. Death Benefits.

(a) Death During Employment. If the Participant dies during employment, no benefit is payable under the Plan.

(b) Death After Termination But Prior to Benefit Payment. In the event a Participant who terminates from employment with an entitlement to a benefit dies prior to payment of such benefit, a death benefit will be paid to the Participant's Beneficiary in the form a single lump sum payment. The amount of the death benefit will be equal to the balance in the Participant's notional account as of the Valuation Date that immediately precedes distribution of the account. Distribution shall be made as soon as practicable (and in no event more than 90 days following) the date of the Participant's death.

(c) Death After Benefit Payment. If a Participant dies on or after the date on which a lump sum payment of the Participant's supplemental benefit has been made, no further benefits are payable following the Participant's death.

ARTICLE V. ADDITIONAL BENEFITS

Section 5.01. Additional Benefits for Certain Officers.

(a) This paragraph applies to a Participant who was the Company's Vice President, Corporate Controller and Chief Accounting Officer on December 30, 2004. Such Participant shall be entitled to an additional cash balance benefit or an additional pension equity benefit under this Plan. The additional cash balance benefit shall be equal to the sum of the contribution credits accrued under the Visteon Pension Plan, the Visteon Corporation Pension Parity Plan and Article III of this Plan during the Participant's first five years of service, and interest credits thereon. The additional pension equity benefit shall be calculated by crediting the Participant with one additional year of Credited Service or fraction thereof for each year of Credited Service or fraction thereof accrued by the Participant under Article III of this Plan, not to exceed five additional years.

(b) This paragraph applies to a Participant who was the Company's Chief Operating Officer on May 23, 2005. Such Participant shall be entitled to an additional cash balance benefit or an additional pension equity benefit under this Plan. The additional cash balance benefit shall be equal to the sum of the contribution credits accrued under the Visteon Pension Plan, the Visteon Corporation Pension Parity Plan and Article III of this Plan, and interest credits thereon. The additional pension equity benefit shall be calculated by crediting the Participant with one additional year of Credited Service or fraction thereof for each year of Credited Service or fraction thereof accrued by the Participant under Article III of this Plan. In addition, the Participant shall be credited as of May 23, 2005 with an opening cash balance of $1,200,000.00 under Article III. Upon retirement, the Participant's benefit under this Plan shall be adjusted so that the Participant's aggregate accrued benefit payable from all qualified and nonqualified retirement plans upon retirement from the Company will not be less than the greater of the actuarial equivalent value of (a) the aggregate benefit payable to the participant under the Visteon Pension Plan, the Visteon Corporation Pension Parity Plan and this Plan minus the $1,200,000.00 opening cash balance and interest credits attributable thereto or (b) the $1,200,000.00 SERP opening cash balance plus interest credits accrued to the date of retirement. The foregoing provisions will not apply if, prior to the fifth anniversary of the Participant's employment with the Company, the Company terminates the Participant's employment for Cause (termination due to Disability shall not be considered to be for Cause) or the Participant terminates employment with the Company for other than Good Reason. The terms Cause, Disability and Good Reason shall have the meanings assigned to such terms in the May 20, 2005 Letter Agreement between the Participant and the Company.

(c) This paragraph applies to a Participant who was the Company's Senior Vice President, Human Resources on December 14, 2006. Such Participant shall be entitled to an additional cash balance benefit or an additional pension equity benefit under this Plan. The additional cash balance benefit shall be equal to the sum of the contribution credits accrued under the Visteon Pension Plan, the Visteon Corporation Pension Parity Plan and Article III of this Plan during the Participant's first five years of service, and interest credits thereon. The additional pension equity benefit shall be calculated by crediting the Participant with one additional year of Credited Service or fraction thereof for each year of Credited Service or fraction thereof accrued by the Participant under Article III of this Plan, not to exceed five additional years.

(d) Any additional benefits under this Section that are calculated by reference to the benefit formula described in Article II of this Plan shall be paid in accordance with Article II of this Plan as if the benefits had been initially calculated under that Article. Similarly, any additional benefits under this Section that are calculated by reference to the benefit formula described in Article III of this Plan shall be paid in accordance with Article III of this Plan as if the benefits had been initially calculated under that Article.

ARTICLE VI. EARNING OUT CONDITIONS

Section 6.01. Conditions Applicable to Continued Payment of Award.

(a) Anything herein contained to the contrary notwithstanding, the right of any Participant to receive any benefit payment hereunder shall accrue only if, during the entire period ending with the scheduled payment date, the Participant shall have earned out such payment by refraining from engaging in any activity that is directly or indirectly in competition with any activity of the Company or any subsidiary or affiliate thereof. The Committee shall have the sole and absolute discretion to determine whether a Participant's activities constitute competition with the Company, and the Committee may promulgate such rules and regulations in this regard as it deems appropriate.

(b) In the event of a Participant's nonfulfillment of the condition set forth in the immediately preceding paragraph, no further payment shall be made to the Participant or the Beneficiary; provided, however, that the nonfulfillment of such condition may at any time (whether before, at the time of or subsequent to termination of employment) be waived in the following manner:

(i) with respect to any such Participant who at any time shall have been a member of the Board of Directors, the President, an Executive Vice President, a Senior Vice President, a Vice President, the Treasurer, the Controller or the Secretary of the Company, such waiver may be granted by the Committee upon its determination that in its sole judgment there shall not have been and will not be any substantial adverse effect upon the Company or any subsidiary or affiliate thereof by reason of the nonfulfillment of such condition; and

(ii) with respect to any other such Participant, such waiver may be granted by the Retirement Committee designated under the Visteon Pension Plan upon its determination that in its sole judgment there shall not have been and will not be any such substantial adverse effect.

(c) Anything herein contained to the contrary notwithstanding, benefit payments shall not be paid to or with respect to any person as to whom it has been determined that such person at any time (whether before or subsequent to termination of employment) acted in a manner detrimental to the best interests of the Company. Any such determination shall be made by (i) the Committee with respect to any Participant who at any time shall have been a member of the Board of Directors, an Executive Vice President, a Senior Vice President, a Vice President, the Treasurer, the Controller or the Secretary of the Company, and (ii) the Retirement Committee designated under the Visteon Pension Plan with respect to any other Participant, and shall apply to any amounts payable after the date of the applicable committee's action hereunder, regardless of whether the Participant has commenced receiving benefit payments hereunder. Conduct which constitutes engaging in an activity that is directly or indirectly in competition with any activity of the Company or any subsidiary or affiliate thereof shall be governed by subsections (a) and (b) above and shall not be subject to any determination under this subsection (c).

ARTICLE VII. GENERAL PROVISIONS

Section 7.01. Administration and Interpretation.

(a) Subject to subsection (b) below, the Committee shall administer and interpret the Plan.

(b) Subject to such limits as the Committee may from time to time prescribe or such additional or contrary delegations of authority as the Committee may prescribe, the Company's Director of Compensation and Benefits may exercise any of the authority and discretion granted to the Committee hereunder, provided that (i) the Director of Compensation and Benefits shall not be authorized to amend the Plan, and (ii) the Director of Compensation and Benefits shall not exercise any authority and responsibility with respect to non-ministerial matters affecting the participation in the Plan by the Director of Compensation and Benefits. To the extent that the Director of Compensation and Benefits is authorized to act on behalf of the Committee, any references herein to the Committee shall be also be deemed references to the Director of Compensation and Benefits.

(c) The Committee may adopt and modify rules and regulations relating to the Plan as it deems necessary or advisable for the administration of the Plan. The Committee shall have the discretionary authority to interpret and construe the Plan, to make benefit determination (and benefit adjustments) under the Plan, and to take all other actions that may be necessary or appropriate for the administration of the Plan. Each determination, interpretation or other action made or taken pursuant to the provisions of the Plan by the Committee shall be final and shall be binding and conclusive for all purposes and upon all persons, including, but without limitation thereto, the Company, its stockholders, the Participating Employers, the directors, officers, and employees of the Company or a Participating Employer, the Plan participants, and their respective successors in interest.

Section 7.02. Restrictions to Comply with Applicable Law. Notwithstanding any other provision of the Plan, the Company shall have no liability to make any payment under the Plan unless such delivery or payment would comply with all applicable laws and the applicable requirements of any securities exchange or similar entity.

Section 7.03. Deductions and Offsets. Anything contained in the Plan notwithstanding, a Participating Employer may deduct from any distribution hereunder, at the time payment is otherwise due and payable under the Plan, all amounts owed to the Company or a Participating Employer by the Participant for any reason, or the Company may offset any amounts owing to it or an Affiliate by the Participant for any reason against the Participant's benefit, whether or not the benefit is then payable, up to the maximum amount that may be offset without violating Code Section 409A.

Section 7.04. Tax Withholding. A Participating Employer shall withhold from any benefit payment amounts required to be withheld for Federal and State income and other applicable taxes. No later than the date as of which an amount first becomes includible in the income of the Participant for employment tax purposes, the Participant shall pay or make arrangements satisfactory to the Company regarding the payment of any such tax. In addition, if prior to the date of distribution of any amount hereunder, the Federal Insurance Contributions Act (FICA) tax imposed under Code Sections 3101, 3121(a) and 3121(v)(2), where applicable, becomes due, the Company may direct that the Participant's benefit be reduced to reflect the amount needed to pay the Participant's portion of such tax.

Section 7.05. Claims Procedure.

(a) Claim for Benefits. Any Participant or Beneficiary (hereafter referred to as the "claimant") under this Plan who believes he or she is entitled to benefits under the Plan in an amount greater than the amount received may file, or have his or her duly authorized representative file, a claim with the Committee. not later than ninety (90) days after the payment (or first payment) is made (or should have been made) in accordance with the terms of the Plan or in accordance with regulations issued by the Secretary of the Treasury under Code Section 409A. Any such claim shall be filed in writing stating the nature of the claim, and the facts supporting the claim, the amount claimed and the name and address of the claimant. The Committee shall consider the claim and answer in writing stating whether the claim is granted or denied. If the Committee denies the claim, it shall deliver, within one hundred thirty-five (135) days of the date the first payment was made (or should have been made) in accordance with the terms of the Plan or in accordance with regulations issued by the Secretary of the Treasury under Code Section 409A, a written notice of such denial decision. The written decision shall be within 90 days of receipt of the claim by the Committee (or 180 days if additional time is needed and the claimant is notified of the extension, the reason therefor and the expected date of determination prior to commencement of the extension). If the claim is denied in whole or in part, the claimant shall be furnished with a written notice of such denial containing (i) the specific reasons for the denial, (ii) a specific reference to the Plan provisions on which the denial is based, (iii) an explanation of the Plan's appeal procedures set forth in subsection (b) below, (iv) a description of any additional material or information which is necessary for the claimant to submit or perfect an appeal of his or her claim and (v) an explanation of the Participant's or Beneficiary's right to bring suit under ERISA following an adverse determination upon appeal.

(b) Appeal. If a claimant wishes to appeal the denial of his or her claim, the claimant or his or her duly authorized representative shall file a written notice of appeal to the Committee within 180 days after the payment (or first payment) is made (or should have been made) in accordance with the terms of the Plan or in accordance with regulations issued by the Secretary of the Treasury under Code Section 409A In order that the Committee may expeditiously decide such appeal, the written notice of appeal should contain (i) a statement of the ground(s) for the appeal, (ii) a specific reference to the Plan provisions on which the appeal is based, (iii) a statement of the arguments and authority (if any) supporting each ground for appeal, and (iv) any other pertinent documents or comments which the appellant desires to submit in support of the appeal. The Committee shall decide the appellant's appeal within 60 days of its receipt of the appeal (or 120 days if additional time is needed and the claimant is notified of the extension, the reason therefore and the expected date of determination prior to commencement of the extension). The Committee's written decision shall contain the reasons for the decision and reference to the Plan provisions on which the decision is based. If the claim is denied in whole or in part, such written decision shall also include notification of the claimant's right to bring suit for benefits under Section 502(a) of ERISA and the claimant's right to obtain, upon request and free of charge, reasonable access to and copies of all documents, records or other information relevant to the claim for benefits.

Section 7.06. Participant Rights Unsecured.

(a) Unsecured Claim. The right of a Participant or his or her Beneficiary to receive a distribution hereunder shall be an unsecured claim, and neither the Participant nor any Beneficiary shall have any rights in or against any amount credited to his or her Account or any other specific assets of a Participating Employer. The right of a Participant or Beneficiary to the payment of benefits under this Plan shall not be assigned, encumbered, or transferred, except by will or the laws of descent and distribution. The rights of a Participant hereunder are exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

(b) Contractual Obligation. The Company may authorize the creation of a trust or other arrangements to assist it in meeting the obligations created under the Plan. However, any liability to any person with respect to the Plan shall be based solely upon any contractual obligations that may be created pursuant to the Plan. No obligation of a Participating Employer shall be deemed to be secured by any pledge of, or other encumbrance on, any property of a Participating Employer. Nothing contained in this Plan and no action taken pursuant to its terms shall create or be construed to create a trust of any kind, or a fiduciary relationship between a Participating Employer and any Participant or Beneficiary, or any other person.

Section 7.07. No Contract of Employment. The Plan is an expression of the Company's present policy with respect to Company executives who meet the eligibility requirements set forth herein. The Plan is not a contract of employment, nor does it provide any Participant with a right to continue in the employment of the Company or any other entity. No Participant, Beneficiary or other person shall have any legal or other right to any benefit payments except in accordance with the terms of the Plan, and then only while the Plan is in effect and subject to the Company's right to amend or terminate the Plan as provided in Section 7.07 below.

Section 7.08. Amendment or Termination. There shall be no time limit on the duration of the Plan. However, the Company, by action of the Senior Vice President, Human Resources, may at any time and for any reason, amend or terminate the Plan; provided that (a) the Committee shall have the exclusive amendment authority with respect to any amendment that, if adopted, would increase the benefits payable under the Plan, (b) any termination of the Plan shall be implemented in accordance with the requirements of Code Section 409A, and (c) no Plan amendment or termination may reduce or eliminate a Participant's benefit accrued under the Plan prior to the date on which such amendment or termination is adopted (or if later, made effective).

Section 7.09. Administrative Expenses. Costs of establishing and administering the Plan will be paid by the Participating Employers.

Section 7.10. No Assignment of Benefits. No rights or benefits under the Plan shall, except as otherwise specifically provided by law, be subject to assignment (except for the designation of beneficiaries pursuant to subsection (d) of Section 1.01), nor shall such rights or benefits be subject to attachment or legal process for or against a Participant or his or her Beneficiary.

Section 7.11. Successors and Assigns. This Plan shall be binding upon and inure to the benefit of the Participating Employers, their successors and assigns and the Participants and their heirs, executors, administrators, and legal representatives.

Section 7.12. Designated Payment Dates. Whenever a provision of this Plan specifies payment to be made on a particular date, the payment will be treated as having been made on the specified date if it is made as soon as practicable following the designated date, provided that (a) the Participant is not permitted, either directly or indirectly, to designate the taxable year of payment and (b) payment is made no later than the 15th day of the third calendar month following the designated payment date.

Section 7.13. Permitted Delay in Payment. If a distribution required under the terms of this Plan would jeopardize the ability of the Company or of an Affiliate to continue as a going concern, the Company or the Affiliate shall not be required to make such distribution. Rather, the distribution shall be delayed until the first date that making the distribution does not jeopardize the ability of the Company or of an Affiliate to continue as a going concern. Further, if any distribution pursuant to the Plan will violate the terms Federal securities law or any other applicable law, then the distribution shall be delayed until the earliest date on which making the distribution will not violate such law.

Section 7.14. Disregard of Six Month Delay. Notwithstanding anything herein to the contrary, if at the time of a Participant's Separation from Service, the stock of the Company or any other related entity that is considered a "service recipient" within the meaning of Section 409A of the Code is not traded on an established securities market or otherwise, then the provision of the Plan requiring that payments be delayed for six months (with payment to be made on the first day of the seventh month) following Separation from Service shall cease to apply to the extent that such action is permitted under Code Section 409A . In such event, in the case of a benefit payment of which is triggered by the Participant's Separation from Service, the lump sum payment of a Participant's benefit shall be made within 90 days following the Participant's Separation from Service.

VISTEON CORPORATION

/s/ Keith M. Shull

Keith M. Shull
Senior Vice President, Human Resources

October 28, 2011

Date

Exhibit 10.2

VISTEON CORPORATION

SAVINGS PARITY PLAN

Effective January 1, 2012

VISTEON CORPORATION

SAVINGS PARITY PLAN

The Visteon Corporation Savings Parity Plan (the “Plan”) has been adopted to promote the best interests of Visteon Corporation (the “Company”) and the stockholders of the Company by attracting and retaining key management employees possessing a strong interest in the successful operation of the Company and its subsidiaries or affiliates and encouraging their continued loyalty, service and counsel to the Company and its subsidiaries or affiliates. The Plan is adopted effective January 1, 2012.

ARTICLE I. DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions.

The following terms have the meanings indicated below unless the context in which the term is used clearly indicates otherwise:

(a) Account: The record keeping account maintained to record the interest of each Participant under the Plan. An Account is established for record keeping purposes only and not to reflect the physical segregation of assets on the Participant’s behalf, and may consist of such subaccounts or balances as the Committee may determine to be necessary or appropriate.

(b) Affiliate: A person or legal entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control, with the Company, within the meaning of Code Sections 414(b) and (c); provided that Code Section 414(b) and (c) shall be applied by substituting “at least fifty percent (50%)” for “at least eighty percent (80%) each place it appears therein.

(c) Beneficiary: The person or entity designated by a Participant to be his beneficiary for purposes of this Plan (subject to such limitations as to the classes and number of beneficiaries and contingent beneficiaries and such other limitations as the Committee may prescribe). A Participant’s designation of beneficiary shall be valid and in effect only if a properly executed designation, in such form as the Committee shall prescribe, is filed and received by the Committee or its delegate prior to the Participant’s death. If a Participant designates his or her spouse as beneficiary, such designation automatically shall become null and void on the date of the Participant’s divorce or legal separation from such spouse. If a valid designation of beneficiary is not in effect at the time of the Participant’s death, the Participant’s surviving spouse, or if there is no surviving spouse, the estate of the Participant is deemed to be the sole Beneficiary. If multiple beneficiaries have been designated and one or more of the beneficiaries predecease the Participant, then upon the Participant’s death, payment shall be made exclusively to the surviving beneficiary or beneficiaries unless the Participant’s designation specifies an alternate method of distribution. Further, in the event that the Committee is uncertain as to the identity of the Participant’s beneficiary, the Committee may deem the estate of the Participant to be the sole beneficiary. Beneficiary designations shall be in writing (or in such other form as authorized by the Committee for this purpose, which may include on-line designations), shall be filed with the Committee or its delegate, and shall be in such form as the Committee may prescribe for this purpose.

(d) Board: The Board of Directors of the Company.

(e) Code: The Internal Revenue Code of 1986, as interpreted by regulations and rulings issued pursuant thereto, all as amended and in effect from time to time. Any reference to a specific provision of the Code shall be deemed to include reference to any successor provision thereto.

(f) Committee: The Organization and Compensation Committee of the Board.

(g) Company: Visteon Corporation, or any successor thereto.

(h) Company Contribution Credits: Amounts credited to a Participant's Account pursuant to Article II. A Participant's Company Contribution Credits might consist of one or more of the following:

(i) Matching Contribution Credits: Amounts credited to a Participant's Account pursuant to Section 2.01;

(ii) Special 2012 Contribution Credits: Amounts credited to a Participant's Account pursuant to Section 2.02; and

(iii) Disability Contribution Credits: Amounts credited to a Participant's Account pursuant to Section 2.03.

(i) Effective Date: January 1, 2012.

(j) ERISA: The Employee Retirement Income Security Act of 1974, as interpreted by regulations and rulings issued pursuant thereto, all as amended and in effect from time to time. Any reference to a specific provision of ERISA shall be deemed to include reference to any successor provision thereto.

(k) Investment Options: One or more of the hypothetical investment options established by the Committee from time to time.

(l) Limitations: The limitations on benefits and/or contributions imposed on qualified plans by the Internal Revenue Code, including, but not limited to, the limitations imposed by Section 415 and Section 401(a)(17) of the Code.

(m) Participant: A person who is:

(i) Classified by a Participating Employer as a common law employee and is enrolled on the active employment rolls of the Participating Employer; and

(ii) Regularly employed by a Participating Employer on a salaried basis (as distinguished from a pension, retirement allowance, severance pay, retainer, commission, fee under a contract or other arrangement, or hourly, piecework or other wage); and

(iii) Eligible to participate in the Visteon Investment Plan.

Where the context so requires, the term Participant also includes a former employee entitled to receive a benefit hereunder.

Notwithstanding anything to the contrary herein, the Committee may exclude one or more groups of persons from participating if the Committee determines that such action is necessary or appropriate in order for the Plan to constitute a program for a select group of management or highly compensated employees for purposes of ERISA.

(n) Participating Employer: The Company, Visteon Systems LLC, Visteon Global Technologies, Inc., Visteon International Business Development, Inc., and each other subsidiary a majority of the voting stock of which is owned directly or indirectly by the Company, or a limited liability company a majority of the membership interest of which is owned directly or indirectly by the Company, that with the consent of the Committee, participates in the Plan for the benefit of one or more Participants in its employ.

(o) Plan: The Visteon Corporation Savings Parity Plan, as amended and in effect from time to time.

(p) Plan Year: The calendar year.

(q) Separation from Service: The date on which a Participant terminates employment from the Company and all Affiliates, provided that (1) such termination constitutes a separation from service for purposes of Code Section 409A, and (2) the facts and circumstances indicate that the Company (or the Affiliate) and the Participant reasonably believed that the Participant would perform no further services (either as an employee or as an independent contractor) for the Company (or the Affiliate) after the Participant's termination date, or believed that the level of services the Participant would perform for the Company (or the Affiliate) after such date (either as an employee or as an independent contractor) would permanently decrease such that the Participant would be providing insignificant services to the Company or an Affiliate. For this purpose, a Participant is deemed to provide insignificant services to the Company or an Affiliate, and thus to have incurred a bona fide Separation from Service, if the Participant provides services at an annual rate that is less than twenty percent (20%) of the services rendered by such Participant, on average, during the immediately preceding thirty-six (36) months of employment (or his or her actual period of employment if less). Notwithstanding the foregoing, if a Participant takes a leave of absence from the Company or an Affiliate for the purpose of military leave, sick leave or other bona fide leave of absence, the Participant's employment will be deemed to continue for the first six (6) months of the leave of absence, or if longer, for so long as the Participant's right to reemployment is provided either by statute or by contract; provided that if the leave of absence is due to a medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than six (6) months, where such impairment causes the Participant to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, the leave may be extended for up to twenty-nine (29) months without causing a Separation from Service.

(r) Valuation Date: Each day on which the New York Stock Exchange is open for business.

(s) Visteon Investment Plan: The Visteon Investment Plan, as amended and in effect from time to time.

Section 1.02. Construction and Applicable Law.

(a) Wherever any words are used in the masculine, they shall be construed as though they were used in the feminine in all cases where they would so apply; and wherever any words are use in the singular or the plural, they shall be construed as though they were used in the plural or the singular, as the case may be, in all cases where they would so apply. Titles of articles and sections are for general information only, and the Plan is not to be construed by reference to such items.

(b) This Plan is intended to be a plan of deferred compensation maintained for a select group of management or highly compensated employees as that term is used in ERISA, and shall be interpreted so as to comply with the applicable requirements thereof. In all other respects, the Plan is to be construed and its validity determined according to the laws of the State of Michigan to the extent such laws are not preempted by federal law. In case any provision of the Plan is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, but the Plan shall, to the extent possible, be construed and enforced as if the illegal or invalid provision had never been inserted.

ARTICLE II. COMPANY CONTRIBUTION CREDITS

Section 2.01. Matching Contribution Credits.

(a) Eligibility. Following the close of each Plan Year, the Company shall determine whether a Participant is entitled to a Matching Contribution Credit for the Plan Year, and if the Participant is eligible, the amount of such credit. A Participant may be entitled to a Matching Contribution Credit with respect to any Plan Year if, during such Plan Year, the Participant:

(i) Made Participant Contributions to the Visteon Investment Plan in an amount equal to or in excess of six percent (6%) of the Participant's Plan Compensation (or, if less, the maximum amount of Participant Contributions permitted in accordance with the Limitations); and

(ii) Is actively employed by a Participating Employer on December 31 of the Plan Year for which the Matching Contribution Credit is being made; provided that this requirement shall not apply if the Company determines that the Participant's employment had been involuntarily terminated by a Participating Employer other than for cause.

(b) Amount of Matching Contribution Credit. If a Participant is eligible for a Matching Contribution Credit with respect to any Plan Year, as soon as administratively practicable following the close of the Plan Year, there shall be credited to the Participant's Account an amount equal to the difference between (i) the matching contribution that would have been allocated to the Participant's account under the Visteon Investment Plan if the Limitations did not apply and if the Participant, in addition to the Participant Contributions actually made during the Plan Year, had elected to make Participant Contributions equal to six percent (6%) of the portion of the Participant's Plan Compensation for the Plan Year that is in excess of the limitation on considered compensation under Code Section 401(a)(17), and (ii) the matching contribution actually allocated to the Participant's account under the Visteon Investment Plan for the Plan Year.

(c) Definitions. For purposes of this Section 2.01:

(i) The term “Participant Contributions” has the meaning assigned in Section 1.1(ee) of the Visteon Investment Plan, or any successor provision thereto.

(ii) The term “Plan Compensation” has the meaning assigned in Section 1.1(o)(1) of the Visteon Investment Plan, or any successor provision thereto, disregarding amounts in excess of the limitation on considered compensation under Code Section 401(a)(17).

Section 2.02. Special 2012 Contribution Credits. For the 2012 Plan Year only, a Participant who receives an allocation of the Special 2012 Non-Elective Contribution under Section 3.4(b)(4) of the Visteon Investment Plan and who is actively employed by a Participating Employer on December 31, 2012 (or who terminated employment during 2012 if the Company determines that the Participant’s employment had been involuntarily terminated by a Participating Employer other than for cause) shall be credited with a Special 2012 Contribution Credit under this Plan equal to the difference between (a) the Special 2012 Non-Elective Contribution which would have been allocated to the Participant under the Visteon Investment Plan for the Plan Year if such contribution were determined without regard to the Limitations, and (b) the Special 2012 Non-Elective Contribution actually allocated to the Participant’s account under Section 3.4(b)(4) of the Visteon Investment Plan for the Plan Year. If a Participant is eligible for a Special 2012 Non-Elective Contribution Credit, the credit shall be allocated to the Participant’s Account as soon as administratively practicable following the close of the Plan Year.

Section 2.03. Contributions for Certain Disabled Participants. A Participant who is entitled to the Special Disability Contribution under Section 3.4(b)(5) of the Visteon Investment Plan shall be credited with a Disability Contribution Credit equal to the difference between (a) the Special Disability Contribution that would have allocated to the Participant under the Visteon Investment Plan for such Plan Year if such contribution were determined without regard to the Limitations, and (b) the Special Disability Contribution actually allocated to the Participant’s account under Section 3.4(b)(5) of the Visteon Investment Plan for the Plan Year. If a Participant is eligible for a Disability Contribution Credit with respect to any Plan Year, the Disability Contribution Credit will be allocated to the Participant’s Account as soon as administratively practicable following the close of the Plan Year,

ARTICLE III. ACCOUNTING, HYPOTHETICAL INVESTMENT AND DISTRIBUTION

Section 3.01. Deemed Investment of Participant Accounts.

(a) The Committee may designate two or more Investment Options; provided that for any period prior to the date on which the Committee designates such Investment Options, the Participant's Account shall be credited with interest equivalent at the annual rate of 3.65%. The Committee's designation of an Investment Option does not imply any obligation on the part of the Participating Employers to set aside or otherwise invest funds in the designated Investment Option. The Investment Options serve merely as a device for determining the amount of deemed investment gain or loss to be credited or charged to the Participant's account. Further, the Committee may at any time modify the roster of available Investment Options, including the elimination of any Investment Option that was previously available under the Plan.

(b) In accordance with uniform rules prescribed by the Committee, from and after the date on which the Committee permits a Participant to make an election with respect to the deemed investment of his or her account, a Participant may designate, in such manner as the Committee may prescribe (which may include a requirement to use an on-line election system), how his or her account balance shall be deemed to be invested among the Investment Options or to change a previous investment designation. A Participant, in his or her investment designation, shall indicate whether the investment designation shall operate (i) to reallocate the account balance (as of the effective date of the election) in the percentages specified by the Participant in his or her investment election, and/or (ii) as a direction with respect to the deemed investment of future Company contribution credits. Subject to subsection (a), if the Participant fails to make a timely and complete investment designation with respect to any portion of the Participant's account, he or she shall be deemed to have elected that 100% of portion of the account balance for which no direction has been received shall be deemed to be invested in the default Investment Option specified by the Committee.

(c) When selecting more than one Investment Option, the Participant shall designate, in whole multiples of 1% or such other percentage determined by the Committee, the percentage to be allocated to each Investment Option.

(d) A Participant’s investment election or deemed investment election shall become effective on the date established by the Committee for this purpose, and shall remain in effect unless and until modified by a subsequent election that becomes effective in accordance with the rules of this Section.

(e) Other than a reallocation of part or all of a Participant’s account balance pursuant to a revised investment election submitted by the Participant, the deemed investment allocation of a Participant will not be adjusted to reflect differences in the relative investment return realized by the various hypothetical Investment Options that the Participant has designated, i.e., in the absence of a new election, the Participant’s account will not be periodically “rebalanced” to return the investment allocation of the Participant’s account to the investment allocation in effect on the effective date of the Participant’s most recent investment election.

(f) Subject to subsection (a), as of each Valuation Date, the account of each Participant will be credited (or charged) based upon the investment gain (or loss) that the Participant would have realized with respect to his or her account since the immediately preceding Valuation Date had the Account been invested in accordance with the terms of the Plan and (if applicable) the Participant’s actual or deemed investment election.

Section 3.02. Distribution.

(a) Defined Contribution Basis. Plan benefits accrue on a defined contribution basis. The benefit payable to a Participant who is eligible for Plan benefits will be equal to the balance in the Participant’s notional account, consisting of the sum of the Company contribution credits and deemed interest or investment gain or loss.

(b) Vesting.

(i) Matching Contribution Credits. A Participant is entitled to the portion of his or her Account that is attributable to Matching Contribution Credits if the Participant has completed at least five (5) years of Vesting Service (as determined under the Visteon Investment Plan).

(ii) Special 2012 Contribution Credits. A Participant is vested in the portion of his or her Account that is attributable to Special 2012 Contribution Credits if the Participant is vested in the corresponding Special 2012 Non-Elective Contributions under the Visteon Investment Plan.

(iii) Disability Contribution Credits. A Participant is vested in the portion of his or her Account that is attributable to Disability Contribution Credits if the Participant is vested in the corresponding disability contributions under the Visteon Investment Plan.

(c) Time and Form of Distribution.

(i) The Participant will receive payment of the vested portion of his or her Account that is attributable to Matching Contribution Credits and the Special 2012 Contribution Credit (if any), together with deemed investment gain or loss thereon, in the form of a single lump sum on the first day of the seventh month following the Participant's Separation from Service. The amount of the lump sum payment will be equal to the balance in the Participant's Account on the Valuation Date immediately preceding the payment date (the date on which the distribution is processed).

(ii) The Participant will receive payment of the vested portion of his or her Account that is attributable to Disability Contribution Credits, together with deemed investment gain or loss thereon, in the form of a single lump sum on the first day of the month following the Participant's 65th birthday.

Section 3.03. Death Benefits.

(a) If a Participant dies on or after the date on which payment of the Participant's lump sum Plan benefit has been made, no further benefits are payable following the Participant's death.

(b) If the Participant dies prior to the date on which payment of the Participant's benefit has been paid, whether or not the Participant is actively employed at the time of death, the vested, undistributed portion of the Participant's Account shall be paid in a single sum to the Participant's Beneficiary. The amount of the death benefit will be equal to the vested, undistributed balance in the Participant's Account as of the Valuation Date that immediately precedes distribution of the account. Distribution shall be made as soon as practicable (and in no event more than 90 days following) the date of the Participant's death.

ARTICLE IV. EARNING OUT CONDITIONS

Section 4.01. Conditions Applicable to Continued Payment of Award.

(a) Anything herein contained to the contrary notwithstanding, the right of any Participant to receive any benefit payment hereunder shall accrue only if, during the entire period ending with the scheduled payment date, the Participant shall have earned out such payment by refraining from engaging in any activity that is directly or indirectly in competition with any activity of the Company or any subsidiary or affiliate thereof. The Committee shall have the sole and absolute discretion to determine whether a Participant's activities constitute competition with the Company, and the Committee may promulgate such rules and regulations in this regard as it deems appropriate.

(b) In the event of a Participant's nonfulfillment of the condition set forth in the immediately preceding paragraph, no further payment shall be made to the Participant or the Beneficiary; provided, however, that the nonfulfillment of such condition may at any time (whether before, at the time of or subsequent to termination of employment) be waived in the following manner:

(i) with respect to any such Participant who at any time shall have been a member of the Board of Directors, the President, an Executive Vice President, a Senior Vice President, a Vice President, the Treasurer, the Controller or the Secretary of the Company, such waiver may be granted by the Committee upon its determination that in its sole judgment there shall not have been and will not be any substantial adverse effect upon the Company or any subsidiary or affiliate thereof by reason of the nonfulfillment of such condition; and

(ii) with respect to any other such Participant, such waiver may be granted by the Retirement Committee designated under the Visteon Pension Plan upon its determination that in its sole judgment there shall not have been and will not be any such substantial adverse effect.

(c) Anything herein contained to the contrary notwithstanding, benefit payments shall not be paid to or with respect to any person as to whom it has been determined that such person at any time (whether before or subsequent to termination of employment) acted in a manner detrimental to the best interests of the Company. Any such determination shall be made by (i) the Committee with respect to any Participant who at any time shall have been a member of the Board of Directors, an Executive Vice President, a Senior Vice President, a Vice President, the Treasurer, the Controller or the Secretary of the Company, and (ii) the Retirement Committee designated under the Visteon Pension Plan with respect to any other Participant, and shall apply to any amounts payable after the date of the applicable committee’s action hereunder, regardless of whether the Participant has commenced receiving benefit payments hereunder. Conduct which constitutes engaging in an activity that is directly or indirectly in competition with any activity of the Company or any subsidiary or affiliate thereof shall be governed by subsections (a) and (b) above and shall not be subject to any determination under this subsection (c).

ARTICLE V. GENERAL PROVISIONS

Section 5.01. Administration and Interpretation.

(a) Subject to subsection (b) below, the Committee shall administer and interpret the Plan.

(b) Subject to such limits as the Committee may from time to time prescribe or such additional or contrary delegations of authority as the Committee may prescribe, the Company's Director of Compensation and Benefits may exercise any of the authority and discretion granted to the Committee hereunder, provided that (i) the Director of Compensation and Benefits shall not be authorized to amend the Plan, and (ii) the Director of Compensation and Benefits shall not exercise any authority and responsibility with respect to non-ministerial matters affecting the participation in the Plan by the Director of Compensation and Benefits. To the extent that the Director of Compensation and Benefits is authorized to act on behalf of the Committee, any references herein to the Committee shall be also be deemed references to the Director of Compensation and Benefits.

(c) The Committee may adopt and modify rules and regulations relating to the Plan as it deems necessary or advisable for the administration of the Plan. The Committee shall have the discretionary authority to interpret and construe the Plan, to make benefit determination (and benefit adjustments) under the Plan, and to take all other actions that may be necessary or appropriate for the administration of the Plan. Each determination, interpretation or other action made or taken pursuant to the provisions of the Plan by the Committee shall be final and shall be binding and conclusive for all purposes and upon all persons, including, but without limitation thereto, the Company, its stockholders, the Participating Employers, the directors, officers, and employees of the Company or a Participating Employer, the Plan participants, and their respective successors in interest.

Section 5.02. Restrictions to Comply with Applicable Law. Notwithstanding any other provision of the Plan, the Company shall have no liability to make any payment under the Plan unless such delivery or payment would comply with all applicable laws and the applicable requirements of any securities exchange or similar entity.

Section 5.03. Deductions and Offsets. Anything contained in the Plan notwithstanding, a Participating Employer may deduct from any distribution hereunder, at the time payment is otherwise due and payable under the Plan, all amounts owed to the Company or a Participating Employer by the Participant for any reason, or the Company may offset any amounts owing to it or an Affiliate by the Participant for any reason against the Participant's benefit, whether or not the benefit is then payable, up to the maximum amount that may be offset without violating Code Section 409A.

Section 5.04. Tax Withholding. A Participating Employer shall withhold from any benefit payment amounts required to be withheld for Federal and State income and other applicable taxes. No later than the date as of which an amount first becomes includible in the income of the Participant for employment tax purposes, the Participant shall pay or make arrangements satisfactory to the Company regarding the payment of any such tax. In addition, if prior to the date of distribution of any amount hereunder, the Federal Insurance Contributions Act (FICA) tax imposed under Code Sections 3101, 3121(a) and 3121(v)(2), where applicable, becomes due, the Company may direct that the Participant's benefit be reduced to reflect the amount needed to pay the Participant's portion of such tax.

Section 5.05. Claims Procedure.

(a) Claim for Benefits. Any Participant or Beneficiary (hereafter referred to as the "claimant") under this Plan who believes he or she is entitled to benefits under the Plan in an amount greater than the amount received may file, or have his or her duly authorized representative file, a claim with the Committee. not later than ninety (90) days after the payment (or first payment) is made (or should have been made) in accordance with the terms of the Plan or in accordance with regulations issued by the Secretary of the Treasury under Code Section 409A. Any such claim shall be filed in writing stating the nature of the claim, and the facts supporting the claim, the amount claimed and the name and address of the claimant. The Committee shall consider the claim and answer in writing stating whether the claim is granted or denied. If the Committee denies the claim, it shall deliver, within one hundred thirty-five (135) days of the date the first payment was made (or should have been made) in accordance with the terms of the Plan or in accordance with regulations issued by the Secretary of the Treasury under Code Section 409A, a written notice of such denial decision. The written decision shall be within 90 days of receipt of the claim by the Committee (or 180 days if additional time is needed and the claimant is notified of the extension, the reason therefor and the expected date of determination prior to commencement of the extension). If the claim is denied in whole or in part, the claimant shall be furnished with a written notice of such denial containing (i) the specific reasons for the denial, (ii) a specific reference to the Plan provisions on which the denial is based, (iii) an explanation of the Plan's appeal procedures set forth in subsection (b) below, (iv) a description of any additional material or information which is necessary for the claimant to submit or perfect an appeal of his or her claim and (v) an explanation of the Participant's or Beneficiary's right to bring suit under ERISA following an adverse determination upon appeal.

(b) Appeal. If a claimant wishes to appeal the denial of his or her claim, the claimant or his or her duly authorized representative shall file a written notice of appeal to the Committee within 180 days after the payment (or first payment) is made (or should have been made) in accordance with the terms of the Plan or in accordance with regulations issued by the Secretary of the Treasury under Code Section 409A In order that the Committee may expeditiously decide such appeal, the written notice of appeal should contain (i) a statement of the ground(s) for the appeal, (ii) a specific reference to the Plan provisions on which the appeal is based, (iii) a statement of the arguments and authority (if any) supporting each ground for appeal, and (iv) any other pertinent documents or comments which the appellant desires to submit in support of the appeal. The Committee shall decide the appellant's appeal within 60 days of its receipt of the appeal (or 120 days if additional time is needed and the claimant is notified of the extension, the reason therefore and the expected date of determination prior to commencement of the extension). The Committee's written decision shall contain the reasons for the decision and reference to the Plan provisions on which the decision is based. If the claim is denied in whole or in part, such written decision shall also include notification of the claimant's right to bring suit for benefits under Section 502(a) of ERISA and the claimant's right to obtain, upon request and free of charge, reasonable access to and copies of all documents, records or other information relevant to the claim for benefits.

Section 5.06. Participant Rights Unsecured.

(a) Unsecured Claim. The right of a Participant or his or her Beneficiary to receive a distribution hereunder shall be an unsecured claim, and neither the Participant nor any Beneficiary shall have any rights in or against any amount credited to his or her Account or any other specific assets of a Participating Employer. The right of a Participant or Beneficiary to the payment of benefits under this Plan shall not be assigned, encumbered, or transferred, except by will or the laws of descent and distribution. The rights of a Participant hereunder are exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

(b) Contractual Obligation. The Company may authorize the creation of a trust or other arrangements to assist it in meeting the obligations created under the Plan. However, any liability to any person with respect to the Plan shall be based solely upon any contractual obligations that may be created pursuant to the Plan. No obligation of a Participating Employer shall be deemed to be secured by any pledge of, or other encumbrance on, any property of a Participating Employer. Nothing contained in this Plan and no action taken pursuant to its terms shall create or be construed to create a trust of any kind, or a fiduciary relationship between a Participating Employer and any Participant or Beneficiary, or any other person.

Section 5.07. No Contract of Employment. The Plan is an expression of the Company's present policy with respect to Company executives who meet the eligibility requirements set forth herein. The Plan is not a contract of employment, nor does it provide any Participant with a right to continue in the employment of the Company or any other entity. No Participant, Beneficiary or other person shall have any legal or other right to any benefit payments except in accordance with the terms of the Plan, and then only while the Plan is in effect and subject to the Company's right to amend or terminate the Plan as provided in Section 7.07 below.

Section 5.08. Amendment or Termination. There shall be no time limit on the duration of the Plan. However, the Company, by action of the Senior Vice President, Human Resources, may at any time and for any reason, amend or terminate the Plan; provided that (a) the Committee shall have the exclusive amendment authority with respect to any amendment that, if adopted, would increase the benefits payable under the Plan, (b) any termination of the Plan shall be implemented in accordance with the requirements of Code Section 409A, and (c) no Plan amendment or termination may reduce or eliminate a Participant's benefit accrued under the Plan prior to the date on which such amendment or termination is adopted (or if later, made effective).

Section 5.09. Administrative Expenses. Costs of establishing and administering the Plan will be paid by the Participating Employers.

Section 5.10. No Assignment of Benefits. No rights or benefits under the Plan shall, except as otherwise specifically provided by law, be subject to assignment (except for the designation of Beneficiaries pursuant to subsection (c) of Section 1.01), nor shall such rights or benefits be subject to attachment or legal process for or against a Participant or his or her Beneficiary.

Section 5.11. Successors and Assigns. This Plan shall be binding upon and inure to the benefit of the Participating Employers, their successors and assigns and the Participants and their heirs, executors, administrators, and legal representatives.

Section 5.12. Designated Payment Dates. Whenever a provision of this Plan specifies payment to be made on a particular date, the payment will be treated as having been made on the specified date if it is made as soon as practicable following the designated date, provided that (a) the Participant is not permitted, either directly or indirectly, to designate the taxable year of payment and (b) payment is made no later than the 15th day of the third calendar month following the designated payment date.

Section 5.13. Permitted Delay in Payment. If a distribution required under the terms of this Plan would jeopardize the ability of the Company or of an Affiliate to continue as a going concern, the Company or the Affiliate shall not be required to make such distribution. Rather, the distribution shall be delayed until the first date that making the distribution does not jeopardize the ability of the Company or of an Affiliate to continue as a going concern. Further, if any distribution pursuant to the Plan will violate the terms Federal securities law or any other applicable law, then the distribution shall be delayed until the earliest date on which making the distribution will not violate such law.

Section 5.14. Disregard of Six Month Delay. Notwithstanding anything herein to the contrary, if at the time of a Participant's Separation from Service, the stock of the Company or any other related entity that is considered a "service recipient" within the meaning of Section 409A of the Code is not traded on an established securities market or otherwise, then the provision of the Plan requiring that payments be delayed for six months (with payment to be made on the first day of the seventh month) following Separation from Service shall cease to apply to the extent that such action is permitted under Code Section 409A . In such event, in the case of a benefit payment of which is triggered by the Participant's Separation from Service, the lump sum payment of a Participant's benefit shall be made within 90 days following the Participant's Separation from Service.

VISTEON CORPORATION

By: /s/ Keith M. Shull
Keith M. Shull
Senior Vice President, Human Resources

Date: October 28, 2011

CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT, which is effective as of October 17, 2011 (the "Effective Date"), is made by and between **Visteon Corporation**, a Delaware corporation (the "Company") and Martin Welch (the "Executive").

WHEREAS, the Company considers it essential to the best interests of its stockholders to foster the continued employment of key management personnel; and

WHEREAS, the Board recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control exists and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its stockholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control;

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

1. Defined Terms. The definitions of capitalized terms used in this Agreement are provided in the last Section hereof.

2. Term of Agreement. The Term of this Agreement shall commence on the Effective Date and shall continue in effect through the fifth anniversary of the Effective Date; provided, however, that commencing on the first anniversary of the Effective Date, and on each anniversary of the Effective Date thereafter, the Term shall automatically be extended for one additional year unless, not later than 90 days prior to each such date, the Company or the Executive shall have given notice not to extend the Term; and provided, further, that if a Change in Control shall have occurred during the Term, the Term shall expire no earlier than 24 months beyond the month in which such Change in Control occurred.

3. Company's Covenants Summarized. In order to induce the Executive to remain in the employ of the Company and in consideration of the Executive's covenants set forth in Section 4 hereof, the Company agrees, under the conditions described herein, to pay the Executive the Severance Payments and the other payments and benefits described herein. Except as provided in Section 9.1 hereof, no Severance Payments shall be payable under this Agreement unless there shall have been (or, under the terms of the second sentence of Section 6.1 hereof, there shall be deemed to have been) a termination of the Executive's employment with the Company following a Change in Control and during the Term. This Agreement shall not be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between the Executive and the Company, the Executive shall not have any right to be retained in the employ of the Company.

4. <u>The Executive's Covenants</u>.

4.1 The Executive agrees that, subject to the terms and conditions of this Agreement, in the event of a Potential Change in Control during the Term, the Executive will remain in the employ of the Company until the earliest of (i) a date which is six months from the date of such Potential Change of Control, (ii) the date of a Change in Control, (iii) the date of termination by the Executive of the Executive's employment for Good Reason or by reason of death, Disability or Retirement, or (iv) the termination by the Company of the Executive's employment for any reason.

4.2 The Executive agrees that, during the Term and for a period ending on the date 18 months after a termination of the Executive's employment following a Change in Control under circumstances entitling the Executive to payments and benefits under Section 6 hereof, the Executive will not, without the prior written consent of the Chairman of the Board or the Chief Executive Officer of the Company, engage in or perform any services of a similar nature to those performed by the Executive at the Company for any other corporation or business which is primarily engaged in the design, manufacture, development, promotion or sale of climate, instrument and door panels or electronic components for the automotive industry within North America, Latin America, Asia, Australia or Europe in competition with the Company or any of the Company's subsidiaries or Affiliates, or any joint ventures to which the Company or any of the Company's subsidiaries or Affiliates are a party.

4.3 During the Term and thereafter, the Executive will not (other than in the regular course and in furtherance of the Company's business) divulge, furnish or make available to any person any confidential knowledge, information or materials, whether tangible or intangible, regarding proprietary matters relating to the Company, including, without limitation, trade secrets, customer and supplier lists, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition or disposition plans, new personnel employment plans, methods of manufacture, technical processes, designs and design projects, inventions and research projects and financial budgets and forecasts of the Company except (1) information which at the time is available to others in the business or generally known to the public other than as a result of disclosure by the Executive not permitted hereunder, and (2) when required to do so by a court of competent jurisdiction, by any governmental agency or by any administrative body or legislative body (including a committee thereof) with purported or apparent jurisdiction to order the Executive to divulge, disclose or make accessible such information.

5. <u>Compensation Other Than Severance Payments</u>.

5.1 Following a Change in Control and during the Term, during any period that the Executive fails to perform the Executive's full-time duties with the Company as a result of incapacity due to physical or mental illness, the Company shall pay to the Executive an amount that when added to the amount paid to the Executive under the Company's short-term and/or long-term disability plans, will result in the Executive receiving his full salary at the rate in effect at the commencement of any such period, together with all compensation and benefits payable to the Executive under the terms of any other compensation or benefit plan, program or arrangement maintained by the Company during such period, until the Executive's employment is terminated by the Company for Disability.

5.2 If the Executive's employment shall be terminated for any reason following a Change in Control and during the Term, the Company shall pay the Executive's full salary to the Executive through the Date of Termination at the rate in effect immediately prior to the Date of Termination or, if higher, the rate in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason, together with all compensation and benefits payable to the Executive through the Date of Termination under the terms of the Company's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Date of Termination or, if more favorable to the Executive, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason.

5.3 If the Executive's employment shall be terminated for any reason following a Change in Control and during the Term, the Company shall pay to the Executive the Executive's normal post-termination compensation and benefits as such payments become due. Such post-termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation or benefit plans, programs and arrangements as in effect immediately prior to the Date of Termination or, if more favorable to the Executive, as in effect immediately prior to the occurrence of the first event or circumstance constituting Good Reason.

6. Severance Payments.

6.1 If the Executive's employment is terminated on or within two (2) years following a Change in Control, other than (i) by the Company for Cause, (ii) by reason of death or Disability, or (iii) by the Executive without Good Reason, then the Company shall pay the Executive the amounts, and provide the Executive the benefits, described in this Section 6.1 ("Severance Payments"), and Section 6.2, in addition to any payments and benefits to which the Executive is entitled under Section 5 hereof. For purposes of this Agreement, the Executive's employment shall be deemed to have been terminated following a Change in Control by the Company without Cause or by the Executive with Good Reason, if (i) the Executive's employment is terminated by the Company without Cause prior to a Change in Control (whether or not a Change in Control ever occurs) and such termination was at the request or direction of a Person who has entered into an agreement with the Company the consummation of which would constitute a Change in Control, or (ii) the Executive terminates his employment for Good Reason prior to a Change in Control (whether or not a Change in Control ever occurs) and the circumstance or event which constitutes Good Reason occurs at the request or direction of such Person. For purposes of any determination regarding the applicability of the immediately preceding sentence, any position taken by the Executive shall be presumed to be correct unless the Company establishes to the Board by clear and convincing evidence that such position is not correct.

(A) In lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination, the Company shall pay to the Executive, on the first day of the seventh (7^{th}) month following the month in which occurs the Executive's Separation from Service, a lump sum severance payment, in cash, equal to one and one half (1 1/2) times the sum of (i) the Executive's base salary as in effect immediately prior to the Date of Termination or, if higher, in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason, and (ii) the Executive's target annual bonus pursuant to any annual bonus or incentive plan maintained by the Company in respect of the fiscal year in which occurs the Date of Termination or, if higher, the fiscal year in which occurs the first event or circumstance constituting Good Reason. The amount payable pursuant to this Section 6.1(A) shall be in lieu of any cash severance or salary continuation benefit payable to the Executive under any other plan, policy or program of the Company or any of its Affiliates (for which the Executive shall be deemed ineligible if amounts are payable hereunder) or any written employment agreement between the Executive and the Company or any of its Affiliates.

(B) For the 18 month period immediately following the Date of Termination, the Company shall arrange to provide the Executive and his dependents life, accident and health insurance benefits substantially similar to those provided to the Executive and his dependents immediately prior to the Date of Termination or, if more favorable to the Executive, those provided to the Executive and his dependents immediately prior to the first occurrence of an event or circumstance constituting Good Reason, at no greater cost to the Executive than the cost to the Executive immediately prior to such date or occurrence; provided, however, that, unless the Executive consents to a different method (after taking into account the effect of such method on the calculation of "parachute payments" pursuant to Section 6.2 hereof), such health and life insurance benefits shall be provided through a third-party insurer. Benefits otherwise receivable by the Executive pursuant to this Section 6.1(B) shall be reduced to the extent benefits of the same type are received by or made available to the Executive by another employer during the 18 month period following the Executive's termination of employment (and any such benefits received by or made available to the Executive shall be reported to the Company by the Executive); provided, however, that the Company shall reimburse the Executive for the excess, if any, of the cost of such benefits to the Executive over such cost immediately prior to the Date of Termination or, if more favorable to the Executive, the first occurrence of an event or circumstance constituting Good Reason. Notwithstanding anything in this Section 6.1(B) to the contrary, with respect to the first six (6) months following the Executive's Separation from Service, if the premiums payable by the Company for group term life insurance on the Executive's life exceeds the amount of the "limited payments" exemption set forth in Section 1.409A-1(b)(9)(v)(B) of the Income Tax Regulations (or any successor provision thereto), then, to the extent required in order to comply with Code Section 409A, the Executive, in advance, shall pay to the Company an amount equal to the premiums for any such life insurance policy, other than with respect to life insurance coverage to which the

Executive would be entitled independent of this Agreement. Promptly following the end of such six (6) month period, the Company will make a cash payment to the Executive equal to the difference between the aggregate amount paid by the Executive for such coverage and the amount that the Executive would have paid for such life insurance coverage if such cost had been determined pursuant to this Section 6.1(B) other than the preceding sentence.

(C) Each option to purchase shares of common stock of the Company outstanding as of the Date of Termination shall become fully vested and exercisable as of such date and shall remain exercisable during the shorter of (i) the remaining term of such option (such remaining term to be determined as if the Executive were still actively employed) or (ii) ten (10) years from the date on which the option originally was granted, and each grant of restricted stock or similar grant, the award of which is contingent only upon the continued employment of the Executive to a subsequent date, shall become fully vested as of the Date of Termination.

(D) Unless payable to the Executive under the terms of any annual or long-term incentive plan, the Company shall pay to the Executive on the first day of the seventh (7^{th}) month following the month in which occurs the Executive's Separation from Service, a lump sum amount, in cash, equal to the sum of (i) any unpaid incentive compensation (including performance share awards) which has been allocated or awarded to the Executive for a completed fiscal year or other measuring period preceding the Date of Termination under any such plan and which, as of the Date of Termination, is contingent only upon the continued employment of the Executive to a subsequent date, and (ii) a pro rata portion to the Date of Termination of the aggregate value of all contingent incentive compensation awards (including performance share awards) to the Executive for all then uncompleted periods under any such plan, calculated as to each such award by multiplying the award that the Executive would have earned on the last day of the performance award period, assuming the achievement, at the target level (or if higher, at the then projected actual final level), of the individual and corporate performance goals established with respect to such award, by the fraction obtained by dividing the number of full months and any fractional portion of a month during such performance award period through the Date of Termination by the total number of months contained in such performance award period. Notwithstanding the forgoing, if and to the extent the Executive had elected to defer receipt of any such award, and if the Executive's deferral election is irrevocable as of the Date of Termination for purposes of Code Section 409A, the amount calculated above shall be credited to the Executive's account under the applicable deferred compensation plan in lieu of being distributed directly to the Executive.

(E) The benefits then accrued by or payable to the Executive under the Company's Supplemental Executive Retirement Plan and Pension Parity Plan, or any successor to any such plan, and the benefits then accrued by or payable to the Executive under any other nonqualified plan providing supplemental retirement or deferred compensation benefits shall become fully vested notwithstanding any eligibility conditions that would otherwise apply with respect to such benefits and the benefit, as so vested, will be paid in accordance with the terms of the applicable plan or program. With respect to the Supplemental Executive Retirement Plan and any other nonqualified nonaccount balance plan or portion of a plan providing supplemental retirement or deferred compensation benefits, the Company shall transfer an amount in cash sufficient to pay all benefits then accrued by or payable to the Executive under the terms of such plans into an irrevocable grantor trust (a so-called "Rabbi Trust") whose trustee shall be an entity unaffiliated with and independent of the Company, which trust shall be required to pay such benefits in accordance with and subject to the applicable terms of each plan (as modified by this Agreement) and the trust instrument; provided that if such transfer to the Rabbi Trust would be treated, under Code Sections 83 and 409A(b), as a taxable transfer to the Executive, such transfer to the Rabbi Trust shall not be made until such time as the transfer will not be treated as a taxable event under Code Sections 83 and 409A; and provided further, that any amendment or termination of any such plan on or after the Change in Control date the effect of which would be to reduce or eliminate the benefit payable to the Executive shall be disregarded.

(F) The Company shall reimburse the Executive for expenses incurred for outplacement services suitable to the Executive's position for a period of two (2) years following the Executive's Separation from Service, (or, if earlier, until the first acceptance by the Executive of an offer of employment) in an amount not exceeding 25% of the sum of the Executive's annual base salary as in effect immediately prior to the Date of Termination or, if higher, in effect immediately prior to the first occurrence of an event or circumstances constituting Good Reason, and target annual bonus pursuant to any annual bonus or incentive plan maintained by the Company in respect of the fiscal year in which occurs the Date of Termination or, if higher, the fiscal year in which occurs the first event or circumstance constituting Good Reason.

(G) For the six (6) month period immediately following the Date of Termination, the Company shall provide the Executive with the use of any Company provided automobile on the same terms and conditions that were applicable immediately prior to the Date of Termination or, if more favorable, immediately prior to the first occurrence of an event or circumstance constituting Good Reason. The Executive's right to use a Company provided automobile cannot be exchanged for cash or another benefit.

6.2 (A) Notwithstanding any other provisions of this Agreement, in the event that any payment or benefit received or to be received by the Executive in connection with a Change in Control or the termination of the Executive's employment (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company, any Person whose actions result in a Change in Control or any Person affiliated with the Company or such Person) (all such payments and benefits, including the Severance Payments, being hereinafter called "Total Payments") would be subject (in whole or part), to the Excise Tax, then, after taking into account any reduction in the Total Payments provided by reason of section 280G of the Code in such other plan, arrangement or agreement, the cash Severance Payments shall first be reduced, and the noncash Severance Payments shall thereafter be reduced, to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (A) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments) is greater than or equal to (B) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Executive would be subject in respect of such unreduced Total Payments); provided, however, that the Executive may elect to the extent that such election (and the right to such election) does not result in adverse tax consequences to the Executive under Code Section 409A, to have the noncash Severance Payments reduced (or eliminated) prior to any reduction of the cash Severance Payments.

(B) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments the receipt or enjoyment of which the Executive shall have waived at such time and in such manner as not to constitute a “payment” within the meaning of section 280G(b) of the Code shall be taken into account, (ii) no portion of the Total Payments shall be taken into account which, in the opinion of tax counsel (“Tax Counsel”) reasonably acceptable to the Executive and selected by the accounting firm (the “Auditor”) which was, immediately prior to the Change in Control, the Company’s independent auditor (A) does not constitute a “parachute payment” within the meaning of section 280G(b)(2) of the Code (including by reason of section 280G(b)(4)(A) of the Code) or (B) constitutes reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the Base Amount allocable to such reasonable compensation, and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Auditor in accordance with the principles of sections 280G(d)(3) and (4) of the Code.

(C) At the time that payments are made under this Agreement, the Company shall provide the Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice the Company has received from Tax Counsel, the Auditor or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement).

6.3 The payments provided in subsections (A) and (D) of Section 6.1 hereof shall be made on the first day of the seventh (7^{th}) month following the month in which occurs the Executive’s Separation from Service. At the time that payments are made under this Agreement, the Company shall provide the Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice the Company has received from Tax Counsel, the Auditor or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement).

6.4 The Company also shall reimburse the Executive for all legal fees and expenses incurred by the Executive in disputing in good faith any issue hereunder relating to the termination of the Executive’s employment, in seeking in good faith to obtain or enforce any benefit or right provided by this Agreement or in connection with any tax audit or proceeding to the extent attributable to the application of section 4999 of the Code to any payment or benefit provided hereunder. Such payments shall be made within five business days after delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require; provided that no reimbursement pursuant to this Section 6.4 shall be made later than the end of the calendar year following the calendar year in which such fee or expense was incurred.

7. Termination Procedures and Compensation During Dispute.

7.1. Notice of Termination. After a Change in Control and during the Term, any purported termination of the Executive's employment (other than by reason of death) shall be communicated by written Notice of Termination from one party hereto to the other party hereto in accordance with Section 10 hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. Further, a Notice of Termination for Cause is required to include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Board at a meeting of the Board which was called and held for the purpose of considering such termination (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Executive was guilty of conduct set forth in clause (i) or (ii) of the definition of Cause herein, and specifying the particulars thereof in detail.

7.2 Date of Termination. "Date of Termination," with respect to any purported termination of the Executive's employment after a Change in Control and during the Term, shall mean (i) if the Executive's employment is terminated for Disability, 30 days after Notice of Termination is given (provided that the Executive shall not have returned to the full-time performance of the Executive's duties during such 30 day period), and (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which, in the case of a termination by the Company, shall not be less than 30 days (except in the case of a termination for Cause) and, in the case of a termination by the Executive, shall not be less than 15 days nor more than 60 days, respectively, from the date such Notice of Termination is given).

7.3 Dispute Concerning Termination. If within 15 days after any Notice of Termination is given, or, if later, prior to the Date of Termination (as determined without regard to this Section 7.3), the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, the Date of Termination shall be extended until the earlier of (i) the date on which the Term ends or (ii) the date on which the dispute is finally resolved, either by mutual written agreement of the parties or by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected); provided, however, that the Date of Termination shall be extended by a notice of dispute given by the Executive only if such notice is given in good faith and the Executive pursues the resolution of such dispute with reasonable diligence.

7.4 Compensation During Dispute. If a purported termination occurs following a Change in Control and during the Term and the Date of Termination is extended in accordance with Section 7.3 hereof, the Company shall continue to pay the Executive the full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, salary) and continue the Executive as a participant in all compensation, benefit and insurance plans in which the Executive was participating when the notice giving rise to the dispute was given, until the Date of Termination, as determined in accordance with Section 7.3 hereof. Amounts paid under this Section 7.4 are in addition to all other amounts due under this Agreement (other than those due under Section 5.2 hereof) and shall not be offset against or reduce any other amounts due under this Agreement.

8. No Mitigation. The Company agrees that, if the Executive's employment with the Company terminates during the Term, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 6 hereof or Section 7.4 hereof. Further, the amount of any payment or benefit provided for in this Agreement (other than Section 6.1(B) hereof) shall not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.

9. Successors; Binding Agreement.

9.1 In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. If the successor to all or substantially all of the business and/or assets of the Company arises in connection with a transaction that constitutes a Change in Control Event (as defined for purposes of Code Section 409A), the failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Executive were to terminate the Executive's employment for Good Reason after a Change in Control, except that, for purposes of implementing the foregoing, the date of the Change in Control Event (as defined for purposes of Code Section 409A) shall be deemed the Date of Termination. If the successor to all or substantially all of the business and/or assets of the Company arises in connection with a transaction that does not constitute a Change in Control Event (as defined for purposes of Code Section 409A), the failure of the Company to obtain such assumption and agreement prior to the effectiveness of such succession shall be a breach of this Agreement and, following the Executive's Separation from Service, shall entitle the Executive to Compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Executive were to terminate the Executive's employment for Good Reason after a Change in Control.

9.2 This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive shall die while any amount would still be payable to the Executive hereunder (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

10. Notices. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed, if to the Executive, to the address inserted below the Executive's signature on the final page hereof and, if to the Company, to the address set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

To the Company:

Visteon Corporation
One Village Center Drive
Van Buren Township, MI 48111
Attention: General Counsel

11. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or of any lack of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement supersedes any other agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof which have been made by either party; provided, however, that this Agreement shall supersede any agreement setting forth the terms and conditions of the Executive's employment with the Company only in the event that the Executive's employment with the Company is terminated on or following a Change in Control, by the Company other than for Cause or by the Executive other than for Good Reason. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware. All references to sections of the Exchange Act or the Code shall be deemed also to refer to any successor provisions to such sections. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law and any additional withholding to which the Executive

has agreed. In addition, if prior to the date of payment of the Severance Payments hereunder, the taxes imposed under Sections 3101, 3121(a) and 3121(v)(2), where applicable, become due, the Company may provide for an immediate payment of the amount needed to pay the Executive's portion of such tax (plus an amount equal to the taxes that will be due on such amount) and the Executive's Severance Payments shall be reduced accordingly. The obligations of the Company and the Executive under this Agreement which by their nature may require either partial or total performance after the expiration of the Term (including, without limitation, those under Sections 6 and 7 hereof) shall survive such expiration.

12. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

14. Settlement of Disputes. All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Board a decision of the Board within 60 days after notification by the Board that the Executive's claim has been denied. The Executive acknowledges that to avoid an additional tax on payments that may be payable or benefits that may be provided under this Agreement and that constitute deferred compensation that is not exempt from Section 409A of the Code, the Executive must make a reasonable, good faith effort to collect any payment or benefit to which the Executive believes the Executive is entitled hereunder no later than 90 days after the latest date upon which the payment could have been made or benefit provided under this Agreement, and if not paid or provided, must take further enforcement measures within 180 days after such latest date.

15. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated below:

(A) "Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

(B) "Auditor" shall have the meaning set forth in Section 6.2 hereof.

(C) "Base Amount" shall have the meaning set forth in section 280G(b)(3) of the Code.

(D) “Beneficial Owner” shall have the meaning set forth in Rule 13d-3 under the Exchange Act.

(E) “Board” shall mean the Board of Directors of the Company.

(F) “Cause” for termination by the Company of the Executive’s employment shall mean (i) the willful and continued failure by the Executive to substantially perform the Executive’s duties with the Company (other than any such failure resulting from the Executive’s incapacity due to physical or mental illness or any such actual or anticipated failure after the issuance of a Notice of Termination for Good Reason by the Executive pursuant to Section 7.1 hereof) after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive’s duties, or (ii) the willful engaging by the Executive in conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise. For purposes of clauses (i) and (ii) of this definition, (x) no act, or failure to act, on the Executive’s part shall be deemed “willful” unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive’s act, or failure to act, was in the best interest of the Company and (y) in the event of a dispute concerning the application of this provision, no claim by the Company that Cause exists shall be given effect unless the Company establishes to the Board by clear and convincing evidence that Cause exists.

(G) “Change in Control” shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(I) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its affiliates) representing 40% or more of the combined voting power of the Company’s then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (a) of paragraph (III) below;

(II) within any twelve (12) month period, the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company’s shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended;

(III) there is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, other than (a) a merger or consolidation which results in the directors of the Company immediately prior to such merger or consolidation continuing to constitute at least a majority of the board of directors of the Company, the surviving entity or any parent thereof or (b) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing 40% or more of the combined voting power of the Company's then outstanding securities;

(IV) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of more than 50% of the Company's assets, other than a sale or disposition by the Company of more than 50% of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale; or

(V) any other event that the Board, in its sole discretion, determines to be a Change in Control for purposes of this Agreement.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

(H) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(I) "Company" shall mean Visteon Corporation, a Delaware corporation, and, except in determining under Section 15(G) hereof whether or not any Change in Control of the Company has occurred, shall include any successor to its business and/or assets which assumes and agrees to perform this Agreement by operation of law, or otherwise.

(J) "Date of Termination" shall have the meaning set forth in Section 7.2 hereof.

(K) "Disability" shall be deemed the reason for the termination by the Company of the Executive's employment, if, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from the full-time performance of the Executive's duties with the Company for a period of six consecutive months, the Company shall have given the Executive a Notice of Termination for Disability, and, within 30 days after such Notice of Termination is given, the Executive shall not have returned to the full-time performance of the Executive's duties.

(L) “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.

(M) “Excise Tax” shall mean any excise tax imposed under section 4999 of the Code.

(N) “Executive” shall mean the individual named in the first paragraph of this Agreement.

(O) “Good Reason” for termination by the Executive of the Executive’s employment shall mean the occurrence (without the Executive’s express written consent) after any Change in Control, or prior to a Change in Control under the circumstances described in clauses (ii) and (iii) of the second sentence of Section 6.1 hereof (treating all references in paragraphs (I) through (VI) below to a “Change in Control” as references to a “Potential Change in Control”), of any one of the following acts by the Company, or failures by the Company to act, unless, in the case of any act or failure to act described in paragraph (I), (IV), or (V) below, such act or failure to act is corrected prior to the Date of Termination specified in the Notice of Termination given in respect thereof:

(I) the assignment to the Executive of any duties inconsistent with the Executive’s status as a senior executive officer of the Company or a material adverse alteration in the nature or status of the Executive’s responsibilities from those in effect immediately prior to the Change in Control (including, without limitation, the Executive ceasing to be an executive officer of a public company);

(II) a reduction by the Company in the Executive’s annual base salary as in effect on the date hereof or as the same may be increased from time to time, except for across-the-board salary reductions similarly affecting all senior executives of the Company and all senior executives of any Person in control of the Company;

(III) the relocation of the Executive’s principal place of employment to a location more than 50 miles from the Executive’s principal place of employment immediately prior to the Change in Control or the Company’s requiring the Executive to be based anywhere other than such principal place of employment (or permitted relocation thereof) except for required travel on the Company’s business to an extent substantially consistent with the Executive’s present business travel obligations;

(IV) the failure by the Company to pay to the Executive any portion of the Executive’s current compensation, or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within seven days of the date such compensation is due;

(V) the failure by the Company to continue to provide the Executive with benefits substantially similar to the material benefits enjoyed by the Executive under any of the Company's executive compensation (including bonus, equity or incentive compensation), pension, savings, life insurance, medical, health and accident, or disability plans in which the Executive was participating immediately prior to the Change in Control (except for across the board changes similarly affecting all senior executives of the Company and all senior executives of any Person in control of the Company), the taking of any other action by the Company which would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of the Change in Control, or the failure by the Company to provide the Executive with the number of paid vacation days to which the Executive is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control; or

(VI) any purported termination of the Executive's employment which is not effected pursuant to a Notice of Termination satisfying the requirements of Section 7.1 hereof; for purposes of this Agreement, no such purported termination shall be effective.

The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder. For purposes of any determination regarding the existence of Good Reason, any claim by the Executive that Good Reason exists shall be presumed to be correct unless the Company establishes to the Board by clear and convincing evidence that Good Reason does not exist.

(P) "Notice of Termination" shall have the meaning set forth in Section 7.1 hereof.

(Q) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(R) "Potential Change in Control" shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(I) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;

(II) the Company or any Person publicly announces an intention to take or to consider taking actions which, if consummated, would constitute a Change in Control;

(III) any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 15% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding securities (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its affiliates); or

(IV) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

(S) "Retirement" shall be deemed the reason for the termination by the Executive of the Executive's employment if such employment is terminated in accordance with the Company's retirement policy, including early retirement, generally applicable to its salaried employees.

(T) "Separation from Service" means the date on which the Executive separates from service (within the meaning of Code Section 409A) from the Company when the Company and Executive reasonably anticipate that no further services will be performed by the Executive for the Company after that date or that the level of bona fide services the Executive will perform after such date as an employee of the Company will permanently decrease to no more than 20% of the average level of bona fide services performed by the Executive (whether as an employee or independent contractor) for the Company over the immediately preceding 36-month period (or such lesser period of services). For purposes of this definition, the term Company includes each other corporation, trade or business that, with the Company, constitutes a controlled group of corporations or group of trades or businesses under common control within the meaning of Code Sections 414(b) or (c), applied by substituting "at least 50 percent" for "at least 80 percent" each place it appears, and the term "Company" shall be deemed to refer collectively to the Company and each other controlled group member as so defined. An Executive is not considered to have incurred a Separation from Service if the Executive is absent from active employment due to military leave, sick leave or other bona fide leave of absence if the period of such leave does not exceed the greater of (i) six months, or (ii) the period during which the Executive's right to reemployment by the Company is provided either by statute or by contract; provided that if the leave of absence is due to a medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than six months, where such impairment causes the Executive to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, the leave may be extended for up to 29 months without causing the Executive to have incurred a Separation from Service. Further, for purposes of determining whether the Executive has incurred a Separation from Service, if the Executive is not actively at work during the period that there exists a dispute pursuant to Section 7.3, the Executive shall be considered to be on a bona fide leave of absence for which his right to reemployment is guaranteed during the period that begins on the date on which the Executive last performs active services and ends on the Date of Termination that ultimately is established pursuant to Section 7.3.

(U) “Severance Payments” shall have the meaning set forth in Section 6.1 hereof.

(V) “Tax Counsel” shall have the meaning set forth in Section 6.2 hereof.

(W) “Term” shall mean the period of time described in Section 2 hereof (including any extension, continuation or termination described therein).

(X) “Total Payments” shall mean those payments so described in Section 6.2 hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective as of the Effective Date.

VISTEON CORPORATION

By: /s/ Michael K. Sharnas

Name: Michael K. Sharnas

Title: Vice President and General Counsel

EXECUTIVE

/s/ Martin E. Welch

CERTIFICATION PURSUANT TO EXCHANGE ACT RULE 13a-14(a)

I, Donald J. Stebbins, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Visteon Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 3, 2011

/s/ Donald J. Stebbins

Donald J. Stebbins
Chairman and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION PURSUANT TO EXCHANGE ACT RULE 13a-14(a)

I, Martin E. Welch, III, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Visteon Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of registrant’s board of directors (or persons performing the equivalent functions):
   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 3, 2011

/s/ Martin E. Welch, III

Martin E. Welch, III
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SS.1350
AND EXCHANGE ACT RULE 13a-14(b)

Solely for the purposes of complying with 18 U.S.C. ss.1350 and Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), I, the undersigned Chairman and Chief Executive Officer of Visteon Corporation (the “Company”), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2011 (the “Report”) fully complies with the requirements of Section 13(a) of the Exchange Act and that information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Donald J. Stebbins

Donald J. Stebbins

November 3, 2011

EXHIBIT 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SS.1350
AND EXCHANGE ACT RULE 13a-14(b)

Solely for the purposes of complying with 18 U.S.C. ss.1350 and Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), I, the undersigned Executive Vice President and Chief Financial Officer of Visteon Corporation (the “Company”), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2011 (the “Report”) fully complies with the requirements of Section 13(a) of the Exchange Act of 1934 and that information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Martin E. Welch, III

Martin E. Welch, III

November 3, 2011