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 April 4, 2009.
o	**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: 001-11311

LEAR CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	**13-3386776**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
21557 Telegraph Road, Southfield, MI	**48033**
(Address of principal executive offices)	(Zip code)

(248) 447-1500
(Registrant's telephone number, including area code)

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 ☑ No o

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 (§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 o No o

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.

Large accelerated filer ☑	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller Reporting Company o

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

As of May 12, 2009, the number of shares outstanding of the registrant's common stock was 77,521,137 shares.

LEAR CORPORATION

FORM 10-Q

FOR THE QUARTER ENDED APRIL 4, 2009

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LEAR CORPORATION

PART I — FINANCIAL INFORMATION

ITEM 1 — CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

INTRODUCTION TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

We have prepared the condensed consolidated financial statements of Lear Corporation and subsidiaries, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have been condensed or omitted pursuant to such rules and regulations. We believe that the disclosures are adequate to make the information presented not misleading when read in conjunction with the financial statements and the notes thereto included in our Annual Report on Form 10-K, as filed with the Securities and Exchange Commission, for the year ended December 31, 2008.

The financial information presented reflects all adjustments (consisting of normal recurring adjustments) which are, in our opinion, necessary for a fair presentation of the results of operations, cash flows and financial position for the interim periods presented. These results are not necessarily indicative of a full year's results of operations.

LEAR CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except share data)

	April 4, 2009 (Unaudited)	December 31, 2008
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 1,234.3	$ 1,592.1
Accounts receivable	1,356.3	1,210.7
Inventories	464.5	532.2
Other	296.5	339.2
Total current assets	3,351.6	3,674.2
LONG-TERM ASSETS:		
Property, plant and equipment, net	1,139.9	1,213.5
Goodwill, net	1,464.5	1,480.6
Other	482.9	504.6
Total long-term assets	3,087.3	3,198.7
	$ 6,438.9	$ 6,872.9
LIABILITIES AND EQUITY (DEFICIT)		
CURRENT LIABILITIES:		
Short-term borrowings	$ 39.8	$ 42.5
Primary credit facility	2,177.0	2,177.0
Accounts payable and drafts	1,295.6	1,453.9
Accrued liabilities	928.7	932.1
Current portion of long-term debt	3.7	4.3
Total current liabilities	4,444.8	4,609.8
LONG-TERM LIABILITIES:		
Long-term debt	1,302.0	1,303.0
Other	733.5	712.4
Total long-term liabilities	2,035.5	2,015.4
EQUITY (DEFICIT):		
Common stock, $0.01 par value, 150,000,000 shares authorized; 82,549,501 shares issued as of April 4, 2009 and December 31, 2008	0.8	0.8
Additional paid-in capital	1,368.9	1,371.7
Common stock held in treasury, 5,032,911 shares as of April 4, 2009, and 5,145,642 shares as of December 31, 2008, at cost	(170.4)	(176.1)
Retained deficit	(1,083.0)	(818.2)
Accumulated other comprehensive loss	(205.7)	(179.3)
Lear Corporation stockholders' equity (deficit)	(89.4)	198.9
Noncontrolling interests	48.0	48.8
Equity (deficit)	(41.4)	247.7
	$ 6,438.9	$ 6,872.9

The accompanying notes are an integral part of these condensed consolidated balance sheets.

LEAR CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited; in millions, except per share data)

	Three Months Ended	
	April 4, 2009	March 29, 2008
Net sales	$ 2,168.3	$ 3,857.6
Cost of sales	2,243.9	3,561.5
Selling, general and administrative expenses	112.3	133.2
Interest expense	56.4	47.4
Other expense, net	12.8	2.0
Consolidated income (loss) before provision for income taxes	(257.1)	113.5
Provision for income taxes	5.7	31.3
Consolidated net income (loss)	(262.8)	82.2
Less: Net income attributable to noncontrolling interests	2.0	4.0
Net income (loss) attributable to Lear	$ (264.8)	$ 78.2
Basic net income (loss) per share attributable to Lear	$ (3.42)	$ 1.01
Diluted net income (loss) per share attributable to Lear	$ (3.42)	$ 1.00

The accompanying notes are an integral part of these condensed consolidated statements.

LEAR CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited; in millions)

	Three Months Ended April 4, 2009	Three Months Ended March 29, 2008
Cash Flows from Operating Activities:		
Net income (loss) attributable to Lear	$ (264.8)	$ 78.2
Adjustments to reconcile net income (loss) attributable to Lear to net cash provided by (used in) operating activities:		
Depreciation and amortization	65.6	74.5
Net change in recoverable customer engineering and tooling	6.3	2.9
Net change in working capital items	(53.6)	(137.2)
Net change in sold accounts receivable	(138.5)	111.7
Other, net	48.2	5.9
Net cash provided by (used in) operating activities	(336.8)	136.0
Cash Flows from Investing Activities:		
Additions to property, plant and equipment	(20.7)	(45.5)
Other, net	8.4	13.3
Net cash used in investing activities	(12.3)	(32.2)
Cash Flows from Financing Activities:		
Long-term debt repayments, net	(1.3)	(2.4)
Short-term debt repayments, net	(2.8)	(0.8)
Payment of deferred financing fees	(7.8)	—
Repurchase of common stock	—	(1.6)
Dividends paid to noncontrolling interests	(3.2)	(10.2)
Increase (decrease) in drafts	1.5	(1.9)
Net cash used in financing activities	(13.6)	(16.9)
Effect of foreign currency translation	4.9	13.7
Net Change in Cash and Cash Equivalents	(357.8)	100.6
Cash and Cash Equivalents as of Beginning of Period	1,592.1	601.3
Cash and Cash Equivalents as of End of Period	$ 1,234.3	$ 701.9
Changes in Working Capital Items:		
Accounts receivable	$ (22.2)	$ (262.1)
Inventories	58.7	(46.8)
Accounts payable	(132.3)	144.2
Accrued liabilities and other	42.2	27.5
Net change in working capital items	$ (53.6)	$ (137.2)
Supplementary Disclosure:		
Cash paid for interest	$ 32.4	$ 18.9
Cash paid for income taxes	$ 24.0	$ 14.2

The accompanying notes are an integral part of these condensed consolidated statements.

LEAR CORPORATION AND SUBSIDIARIES

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(1) Basis of Presentation

The accompanying condensed consolidated financial statements include the accounts of Lear Corporation ("Lear" or the "Parent"), a Delaware corporation, and the wholly owned and less than wholly owned subsidiaries controlled by Lear (collectively, the "Company"). In addition, Lear consolidates variable interest entities in which it bears a majority of the risk of the entities' potential losses or stands to gain from a majority of the entities' expected returns. Investments in affiliates in which Lear does not have control, but does have the ability to exercise significant influence over operating and financial policies, are accounted for under the equity method.

The Company and its affiliates design and manufacture complete automotive seat systems and the components thereof, as well as electrical distribution systems and electronic products. The Company's main customers are automotive original equipment manufacturers. The Company operates facilities worldwide.

Certain amounts in the prior period's financial statements have been reclassified to conform to the presentation used in the quarter ended April 4, 2009.

Going Concern

The accompanying condensed consolidated financial statements have been prepared assuming that the Company will continue as a going concern and contemplate the realization of assets and the satisfaction of liabilities in the normal course of business. As discussed in Note 6, "Long-Term Debt," as of December 31, 2008, the Company was in default under its primary credit facility. On March 17, 2009, the Company entered into an amendment and waiver with the lenders under its primary credit facility which provided, through May 15, 2009, for: (1) a waiver of the existing defaults under the primary credit facility and (2) an amendment of the financial covenants and certain other provisions contained in the primary credit facility. On May 13, 2009, the Company entered into an amendment and waiver with the lenders under its primary credit facility which, among other things, extends the prior waiver thereunder through the earlier of (i) the date on which the Company makes any payments on its outstanding senior notes and (ii) June 30, 2009. Based upon the foregoing, the Company has classified its obligations outstanding under the primary credit facility as current liabilities in the accompanying condensed consolidated balance sheets as of April 4, 2009 and December 31, 2008. As a result of these factors, as well as adverse industry conditions, the Company's independent registered public accounting firm included an explanatory paragraph with respect to the Company's ability to continue as a going concern in its report on the Company's consolidated financial statements for the year ended December 31, 2008. The accompanying condensed consolidated financial statements do not include any adjustments relating to the recoverability and classification of assets or the amounts and classification of liabilities or any other adjustments that might be necessary should the Company be unable to continue as a going concern.

The Company is currently reviewing strategic and financing alternatives available to it and has retained legal and financial advisors to assist it in this regard. The Company is engaged in ongoing discussions with the lenders under its primary credit facility and others regarding alternatives to address the Company's capital structure. Such restructuring alternatives would likely affect the terms of the Company's primary credit facility, its other debt obligations, including its senior notes, and its common stock and may be effected in one or more transactions through negotiated modifications to the agreements related to its debt obligations or through other forms of restructurings, which the Company may be required to effect under court supervision pursuant to a voluntary bankruptcy filing under Chapter 11 of the U.S. Bankruptcy Code ("Chapter 11"). There can be no assurance that an agreement regarding any such restructuring will be obtained on acceptable terms with the necessary parties or at all. If an acceptable agreement is not obtained, the Company will be in default under its primary credit facility as of July 1, 2009, and the lenders would have the right to accelerate the obligations upon the vote of the lenders holding a majority of outstanding commitments and borrowings (the "required lenders") and exercise all other remedies thereunder. Acceleration of the Company's obligations under the primary credit facility would constitute a default under its senior notes and would likely result in the acceleration of these obligations. In addition, the Company has regularly scheduled interest payments in an aggregate amount of $38.4 million on its senior notes due 2013 and senior notes due 2016 payable on June 1, 2009. If the Company does not make the interest payment on either series of senior notes by June 30, 2009 (the expiration of the 30-day cure period following the interest payment due date), the holders of at least twenty-five percent (25%) in aggregate principal amount of each of the series of notes would have the right to accelerate their respective obligations thereunder. Furthermore, a default under its primary credit facility could result in a cross-default or the acceleration of the Company's payment obligations under other financing agreements. In any such event, the Company may be required to seek reorganization under Chapter 11.

For further information, see Note 1, "Basis of Presentation," and Note 9, "Long-Term Debt," to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2008.

Subsequent Events

On April 30, 2009, Chrysler and certain of its U.S. subsidiaries filed for bankruptcy protection under Chapter 11. As discussed in Note 16, “Financial Instruments,” the Company elected to participate in the Auto Supplier Support Program for eligible Chrysler receivables. The Company is evaluating the impact of this bankruptcy on its outstanding receivables from Chrysler and believes that there are no material adjustments required to the accompanying condensed consolidated financial statements as of April 4, 2009.

New Accounting Pronouncement

On January 1, 2009, the Company adopted Statement of Financial Accounting Standards (“SFAS”) No. 160, “Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51.” SFAS No. 160 requires the reporting of all noncontrolling interests as a separate component of equity (deficit), the reporting of consolidated net income as the amount attributable to both Lear and noncontrolling interests and the separate disclosure of net income attributable to Lear and net income attributable to noncontrolling interests. In addition, this statement provides accounting and reporting guidance related to changes in noncontrolling ownership interests.

The reporting and disclosure requirements discussed above are required to be applied retrospectively. As such, all prior periods presented have been restated to conform to the presentation and reporting requirements of SFAS No. 160. In the accompanying condensed consolidated balance sheet as of December 31, 2008, $48.8 million of noncontrolling interests were reclassified from other long-term liabilities to equity (deficit). In the accompanying condensed consolidated statement of operations for the three months ended March 29, 2008, $4.0 million of net income attributable to noncontrolling interests was reclassified from other expense, net. In the accompanying condensed consolidated statement of cash flows for the three months ended March 29, 2008, $10.2 million of dividends paid to noncontrolling interests were reclassified from cash flows from operating activities to cash flows from financing activities.

(2) Restructuring Activities

In 2005, the Company implemented a comprehensive restructuring strategy intended to (i) better align the Company’s manufacturing capacity with the changing needs of its customers, (ii) eliminate excess capacity and lower the operating costs of the Company and (iii) streamline the Company’s organizational structure and reposition its business for improved long-term profitability. In connection with these restructuring actions, the Company incurred pretax restructuring costs of $350.9 million through 2007. In 2008, the Company continued to restructure its global operations and to aggressively reduce its costs. In connection with its prior restructuring actions and current activities, the Company recorded charges of $177.4 million in 2008. In light of current industry conditions and recent customer announcements, the Company continued restructuring actions in the first quarter of 2009 and expects continued restructuring and related investments for the foreseeable future.

Restructuring costs include employee termination benefits, fixed asset impairment charges and contract termination costs, as well as other incremental costs resulting from the restructuring actions. These incremental costs principally include equipment and personnel relocation costs. The Company also incurs incremental manufacturing inefficiency costs at the operating locations impacted by the restructuring actions during the related restructuring implementation period. Restructuring costs are recognized in the Company’s consolidated financial statements in accordance with accounting principles generally accepted in the United States. Generally, charges are recorded as elements of the restructuring strategy are finalized.

In the first quarter of 2009, the Company recorded charges of $110.6 million in connection with its prior restructuring actions and current activities. These charges consist of $104.6 million recorded as cost of sales and $6.0 million recorded as selling, general and administrative expenses. The first quarter 2009 charges consist of employee termination benefits of $43.9 million, asset impairment charges of $2.7 million and contract termination costs of $61.5 million, as well as other related costs of $2.5 million. Employee termination benefits were recorded based on existing union and employee contracts, statutory requirements and completed negotiations. Asset impairment charges relate to fixed assets with carrying values of $2.7 million in excess of related estimated fair values. Contract termination costs include pension and other postretirement curtailment and special termination benefit charges of $57.1 million and other various costs of $4.4 million.

A summary of the first quarter 2009 charges related to restructuring actions initiated prior to 2008 is shown below (in millions):

LEAR CORPORATION AND SUBSIDIARIES

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Continued)

	Accrual as of January 1, 2009	2009 Charges	Utilization		Accrual as of April 4, 2009
			Cash	Non-cash	
Employee termination benefits	$ 27.0	$ 0.2	$ (5.6)	$ —	$ 21.6
Contract termination costs	5.9	—	(0.5)	—	5.4
Total	$ 32.9	$ 0.2	$ (6.1)	$ —	$ 27.0

A summary of the first quarter 2009 charges related to restructuring activities initiated after 2007, excluding pension and other postretirement benefit plan charges of $57.1 million, is shown below (in millions):

	Accrual as of January 1, 2009	2009 Charges	Utilization		Accrual as of April 4, 2009
			Cash	Non-cash	
Employee termination benefits	$ 46.1	$ 43.7	$ (46.0)	$ —	$ 43.8
Asset impairments	—	2.7	—	(2.7)	—
Contract termination costs	1.6	4.4	(0.4)	—	5.6
Other related costs	—	2.5	(2.5)	—	—
Total	$ 47.7	$ 53.3	$ (48.9)	$ (2.7)	$ 49.4

(3) Inventories

Inventories are stated at the lower of cost or market. Cost is determined using the first-in, first-out method. Finished goods and work-in-process inventories include material, labor and manufacturing overhead costs. A summary of inventories is shown below (in millions):

	April 4, 2009	December 31, 2008
Raw materials	$ 384.7	$ 417.4
Work-in-process	28.6	29.8
Finished goods	51.2	85.0
Inventories	$ 464.5	$ 532.2

(4) Property, Plant and Equipment

Property, plant and equipment is stated at cost. Depreciable property is depreciated over the estimated useful lives of the assets, principally using the straight-line method. A summary of property, plant and equipment is shown below (in millions):

	April 4, 2009	December 31, 2008
Land	$ 138.4	$ 143.0
Buildings and improvements	578.9	594.9
Machinery and equipment	1,938.0	2,002.1
Construction in progress	3.3	5.0
Total property, plant and equipment	2,658.6	2,745.0
Less — accumulated depreciation	(1,518.7)	(1,531.5)
Net property, plant and equipment	$ 1,139.9	$ 1,213.5

Depreciation expense was $64.5 million and $73.1 million in the three months ended April 4, 2009 and March 29, 2008, respectively.

Costs associated with the repair and maintenance of the Company's property, plant and equipment are expensed as incurred. Costs associated with improvements which extend the life, increase the capacity or improve the efficiency or safety of the Company's property, plant and equipment are capitalized and depreciated over the remaining life of the related asset.

The Company monitors its long-lived assets for impairment indicators on an ongoing basis in accordance with SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." If impairment indicators exist, the Company performs the required impairment analysis by comparing the undiscounted cash flows expected to be generated from the long-lived assets to the related net book values. If the net book value exceeds the undiscounted cash flows, an impairment loss is measured and recognized. The Company does not believe that there were any indicators that would have resulted in additional long-lived asset impairment charges as of April 4, 2009. The Company will, however, continue to assess the impact of any significant industry events and long-term automotive production estimates on the realization of its long-lived assets. A prolonged decline in automotive production levels or other significant industry events could result in long-lived asset impairment charges.

(5) Goodwill

A summary of the changes in the carrying amount of goodwill, by reportable operating segment, for the three months ended April 4, 2009, is shown below (in millions):

	Seating	Electrical and Electronic	Total
Balance as of January 1, 2009	$ 1,076.9	$ 403.7	$ 1,480.6
Foreign currency translation and other	(11.2)	(4.9)	(16.1)
Balance as of April 4, 2009	$ 1,065.7	$ 398.8	$ 1,464.5

Goodwill is not amortized but is tested for impairment on at least an annual basis. Impairment testing is required more often than annually if an event or circumstance indicates that an impairment is more likely than not to have occurred. In conducting its impairment testing, the Company compares the fair value of each of its reporting units to the related net book value. If the net book value of a reporting unit exceeds its 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 each year.

The Company does not believe that there were any indicators that would have resulted in goodwill impairment charges as of April 4, 2009. The Company will, however, continue to assess the impact of any significant industry events and long-term automotive production estimates on its recorded goodwill. A prolonged decline in automotive production levels or other significant industry events could result in goodwill impairment charges.

(6) Long-Term Debt

A summary of long-term debt and the related weighted average interest rates, including the effect of hedging activities described in Note 16, “Financial Instruments,” is shown below (in millions):

	April 4, 2009		December 31, 2008	
	Long-Term Debt	Weighted Average Interest Rate	Long-Term Debt	Weighted Average Interest Rate
Primary Credit Facility — Revolver	$ 1,192.0	2.72%	$ 1,192.0	4.09%
Primary Credit Facility — Term Loan	985.0	6.00%	985.0	5.46%
8.50% Senior Notes, due 2013	298.0	8.50%	298.0	8.50%
8.75% Senior Notes, due 2016	589.3	8.75%	589.3	8.75%
5.75% Senior Notes, due 2014	399.5	5.635%	399.5	5.635%
Zero-coupon Convertible Senior Notes, due 2022	0.8	4.75%	0.8	4.75%
Other	18.1	4.28%	19.7	4.27%
	3,482.7		3,484.3	
Less — Current portion	(3.7)		(4.3)	
Primary Credit Facility	(2,177.0)		(2,177.0)	
Long-term debt	$ 1,302.0		$ 1,303.0	

Primary Credit Facility

The Company’s primary credit facility consists of an amended and restated credit and guarantee agreement, as further amended, which provides for maximum revolving borrowing commitments of $1.3 billion and a term loan facility of $1.0 billion. As of April 4, 2009 and December 31, 2008, the Company had $1.2 billion and $985.0 million in borrowings outstanding under the revolving facility and the term loan facility, respectively, with no additional availability.

The Company’s primary credit facility contains certain affirmative and negative covenants, including (i) limitations on fundamental changes involving the Company or its subsidiaries, asset sales and restricted payments, (ii) a limitation on indebtedness with a maturity shorter than the term loan facility, (iii) a limitation on aggregate subsidiary indebtedness to an amount which is no more than 5% of consolidated total assets, (iv) a limitation on aggregate secured indebtedness to an amount which is no more than $100 million and (v) requirements that the Company maintain a leverage ratio of not more than 3.25 to 1 and an interest coverage ratio of not less than 3.00 to 1. The primary credit facility also contains customary events of default, including an event of default triggered by a change of control of the Company.

During the fourth quarter of 2008, the Company elected to borrow $1.2 billion under its primary credit facility to protect against possible disruptions in the capital markets and uncertain industry conditions, as well as to further bolster its liquidity position. The Company elected not to repay the amounts borrowed at year end in light of continued market and industry uncertainty. As a result, as of December 31, 2008, the Company was no longer in compliance with the leverage ratio covenant contained in its primary credit facility. On March 17, 2009, the Company entered into an amendment and waiver with the lenders under its primary credit facility which provided, through May 15, 2009, for: (1) a waiver of the existing defaults under the primary credit facility and (2) an amendment of the financial covenants and certain other provisions contained in the primary credit facility. On May 13, 2009, the Company entered into an amendment and waiver with the lenders under its primary credit facility which, among other things, extends the prior waiver thereunder through the earlier of (i) the date on which the Company makes any payments on its outstanding senior notes and (ii) June 30, 2009. The Company is engaged in ongoing discussions with the lenders under its primary credit facility and others regarding alternatives to address the Company’s capital structure. If an acceptable agreement is not obtained, the Company will be in default under its primary credit facility as of July 1, 2009, and the lenders would have the right to accelerate the obligations upon the vote of the required lenders and exercise all other remedies thereunder. Based upon the foregoing, the Company has classified its obligations outstanding under the primary credit facility as current liabilities in the accompanying condensed consolidated balance sheets as of April 4, 2009 and December 31, 2008. Acceleration of the Company’s obligations under the primary credit facility would constitute a default under its senior notes and would likely result in the acceleration of these obligations. In addition, the Company has regularly scheduled interest payments in an aggregate amount of $38.4 million on its senior notes due 2013 and senior notes due 2016 payable on June 1, 2009. If the Company does not make the interest payment on either series of senior notes by June 30, 2009 (the expiration of the 30-day cure period following the interest payment due date), the holders of at least twenty-five percent (25%) in aggregate principal amount of each of the series of notes would have the right to accelerate their respective obligations thereunder. Furthermore, a default under its primary credit facility could result in a cross-default or the acceleration of the Company’s payment obligations under other financing agreements. See Note 16, “Financial Instruments.” As of April 4, 2009, the Company had approximately $1.2 billion in cash and cash equivalents on hand. For further discussion of the Company’s plans in regard to these matters, see Note 1, “Basis of Presentation.”

The Company’s obligations under the primary credit facility are secured by a pledge of all or a portion of the capital stock of certain of its subsidiaries, including substantially all of its first-tier subsidiaries, and are partially secured by a security interest in the Company’s assets and the assets of certain of its domestic subsidiaries. In addition, the Company’s obligations under the primary credit facility are guaranteed, on a joint and several basis, by certain of its subsidiaries, which are primarily domestic subsidiaries and all of which are directly or indirectly 100% owned by the Company.

Senior Notes

The Company’s obligations under the senior notes are guaranteed by the same subsidiaries that guarantee its obligations under the primary credit facility. In the event that any such subsidiary ceases to be a guarantor under the primary credit facility, such subsidiary will be released as a guarantor of the senior notes. The Company’s obligations under the senior notes are not secured by the pledge of the assets or capital stock of any of its subsidiaries.

With the exception of the Company’s zero-coupon convertible senior notes, the Company’s senior notes contain covenants restricting the ability of the Company and its subsidiaries to incur liens and to enter into sale and leaseback transactions. As of April 4, 2009, the Company was in compliance with all covenants and other requirements set forth in its senior notes. For further information regarding the Company’s obligations under the senior notes, see primary credit facility above.

The senior notes due 2013 and 2016 (having an aggregate principal amount outstanding of $887.3 million as of April 4, 2009) provide holders of the notes the right to require the Company to repurchase all or any part of their notes at a purchase price equal to 101% of the principal amount, plus accrued and unpaid interest, upon a “change of control” (as defined in the indenture governing the notes). The indentures governing the Company’s other senior notes do not contain a change of control repurchase obligation.

(7) Pension and Other Postretirement Benefit Plans

Net Periodic Benefit Cost

The components of the Company's net periodic benefit cost are shown below (in millions):

	Pension Three Months Ended		Other Postretirement Three Months Ended	
	April 4, 2009	March 29, 2008	April 4, 2009	March 29, 2008
Service cost	$ 2.4	$ 4.4	$ 0.6	$ 1.9
Interest cost	11.1	12.2	2.8	3.8
Expected return on plan assets	(9.7)	(13.9)	—	—
Amortization of actuarial loss	1.5	0.1	0.1	0.9
Amortization of transition obligation	—	—	0.1	0.2
Amortization of prior service cost (credit)	1.4	1.7	(1.8)	(0.9)
Curtailment loss	37.3	—	—	—
Settlement loss	0.5	0.6	—	—
Special termination benefits	20.2	0.3	0.1	0.2
Net periodic benefit cost	$ 64.7	$ 5.4	$ 1.9	$ 6.1

In the first quarter of 2009, the Company recorded pension plan curtailment losses and special termination benefits of $57.1 million resulting from employee terminations associated with the Company's restructuring activities.

Contributions

Employer contributions to the Company's domestic and foreign pension plans for the three months ended April 4, 2009, were approximately $4.7 million, in aggregate. The Company expects to contribute an additional $20 million, in aggregate, to its domestic and foreign pension plans in 2009.

In addition, contributions to the Company's defined contribution retirement program for its salaried employees, determined as a percentage of each covered employee's eligible compensation, are expected to be approximately $12 million in 2009.

(8) Cost of Sales and Selling, General and Administrative Expenses

Cost of sales includes material, labor and overhead costs associated with the manufacture and distribution of the Company's products. Distribution costs include inbound freight costs, purchasing and receiving costs, inspection costs, warehousing costs and other costs of the Company's distribution network. Selling, general and administrative expenses include selling, engineering and development and administrative costs not directly associated with the manufacture and distribution of the Company's products.

(9) Other Expense, Net

Other expense, net includes non-income related taxes, foreign exchange gains and losses, discounts and expenses associated with the Company's factoring facilities, gains and losses related to derivative instruments and hedging activities, equity in net income (loss) of affiliates, gains and losses on the sales of assets and other miscellaneous income and expense. A summary of other expense, net is shown below (in millions):

	April 4, 2009	March 29, 2008
Other expense	$ 27.2	$ 11.8
Other income	(14.4)	(9.8)
Other expense, net	$ 12.8	$ 2.0

For the three months ended April 4, 2009, other expense includes equity in net loss of affiliates of $19.2 million and losses related to derivative instruments and hedging activities of $3.0 million, while other income includes foreign exchange gains of $11.0 million. For the three months ended March 29, 2008, other income includes equity in net income of affiliates of $3.9 million and gains related to derivative instruments and hedging activities of $3.8 million.

(10) Income Taxes

The provision for income taxes was $5.7 million in the first quarter of 2009, representing an effective tax rate of negative 2.2% on pretax loss of $257.1 million, as compared to $31.3 million in the first quarter of 2008, representing an effective tax rate of 27.6% on pretax income of $113.5 million.

The provision for income taxes in the first quarter of 2009 primarily relates to profitable foreign operations, as well as withholding taxes on royalties and dividends paid by the Company's foreign subsidiaries. In addition, the Company incurred losses in several countries that provided no tax benefit due to valuation allowances on its deferred tax assets in those countries. The provision was also impacted by a portion of the Company's restructuring charges, for which no tax benefit was provided as the charges were incurred in certain countries for which no tax benefit is likely to be realized due to a history of operating losses in those countries. Additionally, the provision was impacted by tax benefits of $9.6 million, including interest, related to reductions in recorded tax reserves and tax expense of $5.5 million related to the establishment of valuation allowances in certain foreign subsidiaries. Excluding these items, the effective tax rate in the first quarter of 2009 approximated the U.S. federal statutory income tax rate of 35% adjusted for income taxes on foreign earnings, losses and remittances, foreign and U.S. valuation allowances, tax credits, income tax incentives and other permanent items.

The provision for income taxes in the first quarter of 2008 was impacted by a portion of the Company's restructuring charges, for which no tax benefit was provided as the charges were incurred in certain countries for which no tax benefit is likely to be realized due to a history of operating losses in those countries. Excluding these items, the effective tax rate in the first quarter of 2008 approximated the U.S. federal statutory income tax rate of 35% adjusted for income taxes on foreign earnings, losses and remittances, foreign and U.S. valuation allowances, tax credits, income tax incentives and other permanent items.

Further, the Company's current and future provision for income taxes is significantly impacted by the initial recognition of and changes in valuation allowances in certain countries, particularly the United States. The Company intends to maintain these allowances until it is more likely than not that the deferred tax assets will be realized. The Company's future income taxes will include no tax benefit with respect to losses incurred and no tax expense with respect to income generated in these countries until the respective valuation allowances are eliminated. Accordingly, income taxes are impacted by the U.S. and foreign valuation allowances and the mix of earnings among jurisdictions.

The Company operates in multiple jurisdictions throughout the world, and its tax returns are periodically audited or subject to review by both domestic and foreign tax authorities. As a result of the conclusion of current examinations and the expiration of the statute of limitations, the Company decreased the amount of its gross unrecognized tax benefits, excluding interest, by $5.5 million, all of which impacted the effective tax rate in the three months ended April 4, 2009. During the next twelve months, it is reasonably possible that, as a result of audit settlements, the conclusion of current examinations and the expiration of the statute of limitations in several jurisdictions, the Company may decrease the amount of its gross unrecognized tax benefits by approximately $14.1 million, of which $9.5 million, if recognized, would impact the effective tax rate. The gross unrecognized tax benefits subject to potential decrease involve issues related to transfer pricing, tax credits and various other tax items in several jurisdictions. However, as a result of ongoing examinations, tax proceedings in certain countries, additions to the gross unrecognized tax benefits for positions taken and interest and penalties, if any, arising in 2009, it is not possible to estimate the potential net increase or decrease to the Company's gross unrecognized tax benefits during the next twelve months.

(11) Net Income (Loss) Per Share Attributable to Lear

Basic net income (loss) per share attributable to Lear is computed using the weighted average common shares outstanding during the period. Diluted net income (loss) per share attributable to Lear includes the dilutive effect of common stock equivalents using the average share price during the period, as well as the dilutive effect of shares issuable upon conversion of the Company's outstanding zero-coupon convertible senior notes. A summary of net income (loss) attributable to Lear for diluted net income (loss) per share attributable to Lear (in millions) and shares outstanding is shown below:

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	Three Months Ended April 4, 2009	Three Months Ended March 29, 2008
Net income (loss) attributable to Lear, as reported and for diluted net income (loss) per share attributable to Lear	$ (264.8)	$ 78.2
Weighted average common shares outstanding	77,450,328	77,223,204
Dilutive effect of common stock equivalents	—	1,178,228
Shares issuable upon conversion of convertible debt	—	11,153
Diluted shares outstanding	77,450,328	78,412,585
Diluted net income (loss) per share attributable to Lear	$ (3.42)	$ 1.00

The effect of certain common stock equivalents, including options, restricted stock units, performance units and stock appreciation rights, were excluded from the computation of diluted shares outstanding for the three months ended April 4, 2009 and March 29, 2008, as inclusion would have resulted in antidilution. In addition, shares issuable upon conversion of the Company's outstanding zero-coupon convertible debt were excluded from the computation of diluted shares outstanding for the three months ended April 4, 2009, as inclusion would have resulted in antidilution. A summary of these options and their exercise prices, as well as these restricted stock units, performance units and stock appreciation rights, is shown below:

	Three Months Ended April 4, 2009	Three Months Ended March 29, 2008
Options		
Antidilutive options	1,071,325	1,770,030
Exercise price	$22.12 - $55.33	$27.25 - $55.33
Restricted stock units	926,243	271,942
Performance units	92,929	104,928
Stock appreciation rights	2,386,515	2,177,818

(12) Comprehensive Income (Loss) and Equity (Deficit)

Comprehensive income (loss) is defined as all changes in the Company's net assets except changes resulting from transactions with stockholders. It differs from net income (loss) in that certain items currently recorded in equity (deficit) are included in comprehensive income (loss). A summary of comprehensive income (loss) and a reconciliation of equity (deficit), Lear Corporation stockholders' equity (deficit) and noncontrolling interests for the three months ended April 4, 2009, is shown below (in millions):

	Equity (Deficit)	Attributable to Lear Corporation Stockholders	Noncontrolling Interests
Equity balance at January 1, 2009	$ 247.7	$ 198.9	$ 48.8
Stock-based compensation transactions	2.9	2.9	—
Dividends paid to noncontrolling interests	(3.2)	—	(3.2)
Comprehensive income (loss):			
Net income (loss)	(262.8)	(264.8)	2.0
Other comprehensive income (loss), net of tax:			
Defined benefit plan adjustments	7.4	7.4	—
Derivative instruments and hedging activities	2.2	2.2	—
Foreign currency translation adjustment	(35.6)	(36.0)	0.4
Other comprehensive income (loss)	(26.0)	(26.4)	0.4
Comprehensive income (loss)	(288.8)	(291.2)	2.4
Equity (deficit) balance at April 4, 2009	$ (41.4)	$ (89.4)	$ 48.0

(13) Pre-Production Costs Related to Long-Term Supply Agreements

The Company incurs pre-production engineering and development ("E&D") and tooling costs related to the products produced for its customers under long-term supply agreements. The Company expenses all pre-production E&D costs for which reimbursement is not contractually guaranteed by the customer. In addition, the Company expenses all pre-production tooling costs related to customer-owned tools for which reimbursement is not contractually guaranteed by the customer or for which the customer has not provided a non-cancelable right to use the tooling. During the first quarters of 2009 and 2008, the Company capitalized $34.8 million and $40.7 million, respectively, of pre-production E&D costs for which reimbursement is contractually guaranteed by the customer. In addition, during the first quarters of 2009 and 2008, the Company capitalized $32.6 million and $34.6 million, respectively, of pre-production tooling costs related to customer-owned tools for which reimbursement is contractually guaranteed by the customer or for which the customer has provided a non-cancelable right to use the tooling. These amounts are included in other current and long-term assets in the accompanying condensed consolidated balance sheets. During the first quarters of 2009 and 2008, the Company collected $70.9 million and $71.8 million, respectively, of cash related to E&D and tooling costs.

During the first quarters of 2009 and 2008, the Company did not capitalize any Company-owned tooling. Amounts capitalized as Company-owned tooling are included in property, plant and equipment, net in the accompanying condensed consolidated balance sheets.

The classification of recoverable customer engineering and tooling is shown below (in millions):

	April 4, 2009	December 31, 2008
Current	$ 31.5	$ 51.9
Long-term	77.9	66.8
Recoverable customer engineering and tooling	$ 109.4	$ 118.7

Gains and losses related to E&D and tooling projects are reviewed on an aggregated program basis. Net gains on projects are deferred and recognized over the life of the long-term supply agreement. Net losses on projects are recognized as costs are incurred.

(14) Legal and Other Contingencies

As of April 4, 2009 and December 31, 2008, the Company had recorded reserves for pending legal disputes, including commercial disputes and other matters, of $62.3 million and $31.4 million, respectively. Such reserves reflect amounts recognized in accordance with accounting principles generally accepted in the United States and typically exclude the cost of legal representation. Product warranty liabilities are recorded separately from legal liabilities, as described below.

Commercial Disputes

The Company is involved from time to time in legal proceedings and claims, including, without limitation, commercial or contractual disputes with its suppliers, competitors and customers. These disputes vary in nature and are usually resolved by negotiations between the parties.

On January 26, 2004, the Company filed a patent infringement lawsuit against Johnson Controls Inc. and Johnson Controls Interiors LLC (together, “JCI”) in the U.S. District Court for the Eastern District of Michigan alleging that JCI’s garage door opener products infringed certain of the Company’s radio frequency transmitter patents. The Company is seeking a declaration that JCI infringes its patents, to enjoin JCI from further infringing those patents by making, selling or offering to sell its garage door opener products and an award of compensatory damages, attorney fees and costs. JCI counterclaimed seeking a declaratory judgment that the subject patents are invalid and unenforceable and that JCI is not infringing these patents and an award of attorney fees and costs. JCI also has filed motions for summary judgment asserting that its garage door opener products do not infringe the Company’s patents and that one of the Company’s patents is invalid and unenforceable. The Company is pursuing its claims against JCI. On November 2, 2007, the court issued an opinion and order granting, in part, and denying, in part, JCI’s motion for summary judgment on one of the Company’s patents. The court found that JCI’s product does not literally infringe the patent; however, there are issues of fact that precluded a finding as to whether JCI’s product infringes under the doctrine of equivalents. The court also ruled that one of the claims the Company has asserted is invalid. Finally, the court denied JCI’s motion to hold the patent unenforceable. The opinion and order does not address the other two patents involved in the lawsuit. On May 22, 2008, JCI filed a motion seeking reconsideration of the court’s ruling of November 2, 2007. On June 9, 2008, the Company filed its opposition to this motion, and on June 23, 2008, JCI filed its reply brief. The court denied JCI’s motion for reconsideration on March 28, 2009. JCI’s motion for summary judgment on the other two patents has been scheduled for May 28, 2009. A trial date has not yet been scheduled.

On June 13, 2005, The Chamberlain Group (“Chamberlain”) filed a lawsuit against the Company and Ford Motor Company (“Ford”) in the Northern District of Illinois alleging patent infringement. Two counts were asserted against the Company and Ford based upon two Chamberlain rolling-code garage door opener system patents. Two additional counts were asserted against Ford only (not the Company) based upon different Chamberlain patents. The Chamberlain lawsuit was filed in connection with the marketing of the Company's universal garage door opener system, which competes with a product offered by JCI. JCI obtained technology from Chamberlain to operate its product. In October 2005, Chamberlain filed an amended complaint and joined JCI as a plaintiff. The Company answered and filed a counterclaim seeking a declaration that the patents were not infringed and were invalid, as well as attorney fees and costs. In October 2006, Ford was dismissed from the suit. Chamberlain and JCI seek a declaration that the Company infringes Chamberlain's patents and an order enjoining the Company from making, selling or attempting to sell products which, they allege, infringe Chamberlain's patents, as well as compensatory damages and attorney fees and costs. JCI and Chamberlain filed a motion for a preliminary injunction, and on March 30, 2007, the court issued a decision granting plaintiffs' motion for a preliminary injunction but did not enter an injunction at that time. In response, the Company filed a motion seeking to stay the effectiveness of any injunction that may be entered and General Motors Corporation ("GM") moved to intervene. On April 25, 2007, the court granted GM's motion to intervene, entered a preliminary injunction order that exempts the Company's existing GM programs and denied the Company's motion to stay the effectiveness of the preliminary injunction order pending appeal. On April 27, 2007, the Company filed its notice of appeal from the granting of the preliminary injunction and the denial of its motion to stay its effectiveness. On May 7, 2007, the Company filed a motion for stay with the Federal Circuit Court of Appeals, which the court denied on June 6, 2007. On February 19, 2008, the Federal Circuit Court of Appeals issued a decision in the Company's favor that vacated the preliminary injunction and reversed the district court's interpretation of a key claim term. A petition by JCI for a rehearing on the matter was denied on April 10, 2008. The case is now remanded to the district court. The Company has moved for summary judgment, and limited discovery on the Company's motion occurred in July and August 2008. On August 18, 2008 and August 15, 2008, respectively, Chamberlain and JCI moved to extend the briefing schedule and to compel additional discovery from the Company. The court extended the briefing schedule. On August 12, 2008, a new patent was issued to Chamberlain relating to the same technology as the patents disputed in this lawsuit. On August 19, 2008, Chamberlain and JCI filed a second amended complaint against the Company alleging patent infringement with respect to the new patent and seeking the same types of relief. The Company has filed an answer and counterclaim seeking a declaration that its products are non-infringing and that the new patent is invalid and unenforceable due to inequitable conduct, as well as attorney fees and costs. On December 8, 2008, the Company filed a motion for summary judgment on the claims and counterclaims relating to the new patent and a motion for a protective order from further discovery. The court granted in part and denied in part the motion for a protective order. The court granted the protective order as to discovery on invalidity and damages but denied the protective order as to discovery on infringement. The court denied the Company's motion for summary judgment as premature and ordered the Company to produce additional discovery related to infringement. The Company intends to continue to vigorously defend this matter.

On September 12, 2008, a consultant that the Company retained filed an arbitration action against the Company seeking royalties under the parties' Joint Development Agreement ("JDA") for the Company's sales of its garage door opener products. The Company denies that it owes the consultant any royalty payments under the JDA. No dates have been set in this matter, and the Company intends to vigorously defend this matter.

Product Liability Matters

In the event that use of the Company's products results in, or is alleged to result in, bodily injury and/or property damage or other losses, the Company may be subject to product liability lawsuits and other claims. Such lawsuits generally seek compensatory damages, punitive damages and attorney fees and costs. In addition, the Company is a party to warranty-sharing and other agreements with certain of its customers relating to its products. These customers may pursue claims against the Company for contribution of all or a portion of the amounts sought in connection with product liability and warranty claims. 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 such claims. In addition, if any of the Company's products are, or are alleged to be, defective, the Company may be required or requested by its customers to participate in a recall or other corrective action involving such products. Certain of the Company's customers have asserted claims against the Company for costs related to recalls or other corrective actions involving its products. In certain instances, the allegedly defective products were supplied by tier II suppliers against whom the Company has sought or will seek contribution. The Company carries insurance for certain legal matters, including product liability claims, but such coverage may be limited. The Company does not maintain insurance for product warranty or recall matters.

The Company records product warranty liabilities based on its individual customer agreements. Product warranty liabilities are recorded for known warranty issues when amounts related to such issues are probable and reasonably estimable. In certain product liability and warranty matters, the Company may seek recovery from its suppliers that supply materials or services included within the Company's products that are associated with the related claims.

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A summary of the changes in product warranty liabilities for the three months ended April 4, 2009, is shown below (in millions):

Balance as of January 1, 2009	$	21.6
Expense, net		3.6
Settlements		(2.0)
Balance as of April 4, 2009	$	23.2

Environmental Matters

The Company is subject to local, state, federal and foreign laws, regulations and ordinances which govern activities or operations that may have adverse environmental effects and which impose liability for clean-up costs resulting from past spills, disposals or other releases of hazardous wastes and environmental compliance. The Company's policy is to comply with all applicable environmental laws and to maintain an environmental management program based on ISO 14001 to ensure compliance. However, the Company currently is, has been and in the future may become the subject of formal or informal enforcement actions or procedures.

The Company has been named as a potentially responsible party at several third-party landfill sites and is engaged in the cleanup of hazardous waste at certain sites owned, leased or operated by the Company, including several properties acquired in its 1999 acquisition of UT Automotive. Certain present and former properties of UT Automotive are subject to environmental liabilities which may be significant. The Company obtained agreements and indemnities with respect to certain environmental liabilities from UTC in connection with its acquisition of UT Automotive. UTC manages and directly funds these environmental liabilities pursuant to its agreements and indemnities with the Company.

As of April 4, 2009 and December 31, 2008, the Company had recorded reserves for environmental matters of $2.8 million and $2.9 million, respectively. While the Company does not believe that the environmental liabilities associated with its current and former properties will have a material adverse effect on its business, consolidated financial position, results of operations or cash flows, no assurances can be given in this regard.

Other Matters

In April 2006, a former employee of the Company filed a purported class action lawsuit in the U.S. District Court for the Eastern District of Michigan against the Company, members of its Board of Directors, members of its Employee Benefits Committee (the "EBC") and certain members of its human resources personnel alleging violations of the Employment Retirement Income Security Act ("ERISA") with respect to the Company's retirement savings plans for salaried and hourly employees. In the second quarter of 2006, the Company was served with three additional purported class action ERISA lawsuits, each of which contained similar allegations against the Company, members of its Board of Directors, members of its EBC and certain members of its senior management and its human resources personnel. At the end of the second quarter of 2006, the court entered an order consolidating these four lawsuits as *In re: Lear Corp. ERISA Litigation*. During the third quarter of 2006, plaintiffs filed their consolidated complaint, which alleges breaches of fiduciary duties substantially similar to those alleged in the four individually filed lawsuits. The consolidated complaint continues to name certain current and former members of the Board of Directors and the EBC and certain members of senior management and adds certain other current and former members of the EBC. The consolidated complaint generally alleges that the defendants breached their fiduciary duties to plan participants in connection with the administration of the Company's retirement savings plans for salaried and hourly employees. The fiduciary duty claims are largely based on allegations of breaches of the fiduciary duties of prudence and loyalty and of over-concentration of plan assets in the Company's common stock. The plaintiffs purport to bring these claims on behalf of the plans and all persons who were participants in or beneficiaries of the plans from October 21, 2004, to the present. The consolidated complaint seeks a declaration that defendants breached their fiduciary duties and an order compelling defendants to restore to the plans all losses resulting from defendants' alleged breach of those duties, as well as actual damages, attorney fees and costs. The consolidated complaint does not specify the amount of damages sought. During the fourth quarter of 2006, the defendants filed a motion to dismiss all defendants and all counts in the consolidated complaint. During the second quarter of 2007, the court denied defendants' motion to dismiss, and defendants' answer to the consolidated complaint was filed in August 2007. On August 8, 2007, the court ordered that discovery be completed by April 30, 2008. During the first quarter of 2008, the parties exchanged written discovery requests, the defendants filed with the court a motion to compel plaintiffs to provide more complete discovery responses, which was granted in part and denied in part, and the plaintiffs filed a motion for class certification. In April 2008, the parties entered into an agreement to stay all matters pending mediation. The mediation took place on May 12, 2008, but did not result in a settlement of the matters. Defendants took the named plaintiffs' depositions in June 2008. Discovery closed on June 23, 2008, and defendants filed their opposition to plaintiffs' motion for class certification on July 7, 2008.

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On September 25, 2008, the parties informed the court that they had reached a settlement in principle. On March 6, 2009, the parties executed a class action settlement agreement. The settlement agreement provides, among other things, for the payment of $5.3 million into a settlement fund in exchange for a release of all defendants from any and all of plaintiffs' claims, whether known or unknown, based upon investment in the Company's common stock or the Lear Corporation Stock Fund by or through the plans from October 21, 2004 through March 6, 2009. The court preliminarily certified the class and preliminarily approved the settlement agreement during a hearing on March 23, 2009. The final approval hearing has been scheduled for June 22, 2009.

On March 19, 2009, The Royal Bank of Scotland plc ("RBS") filed a lawsuit against the Company in the U.S. District Court for the Southern District of New York alleging breach of contract. In the complaint, RBS requests that the court award RBS damages of approximately $35.2 million plus costs, attorneys' fees and interest. This lawsuit relates to an interest rate "collar" transaction, several copper swap transactions and several foreign exchange transactions between the Company and RBS, which the Company entered into in order to hedge its exposure to market movements in interest rates, commodity prices and currency rates, respectively. In this matter, RBS alleges that the Company's failure to satisfy the leverage ratio covenant contained in its primary credit facility with respect to the quarter ended December 31, 2008, entitled RBS to terminate all of these transactions. On April 23, 2009, the Company filed its answer to the RBS complaint. In addition to denying many of the allegations made in the RBS complaint, the Company asserts various affirmative defenses and counterclaims against RBS. Among the Company's defenses are the following: (i) RBS had no right to terminate the transactions; (ii) even if RBS had the right to terminate some or all of the transactions, through various actions, RBS waived or otherwise lost its right to terminate; and (iii) RBS' demand for payment with respect to the terminated transactions did not meet the requirements of the relevant governing agreements, and therefore, the amounts demanded by RBS are not yet due. The Company intends to vigorously defend this matter. For further information, see Note 16, "Financial Instruments."

Although the Company records reserves for legal disputes, product liability and warranty claims and environmental and other matters in accordance with SFAS No. 5, "Accounting for Contingencies," the ultimate outcomes of these matters are inherently uncertain. Actual results may differ significantly from current estimates.

The Company is involved from time to time in various other legal proceedings and claims, including, without limitation, commercial and contractual disputes, intellectual property matters, personal injury claims, tax claims and employment matters. Although the outcome of any legal matter cannot be predicted with certainty, the Company does not believe that any of these other legal proceedings or claims in which the Company is currently involved, either individually or in the aggregate, will have a material adverse effect on its business, consolidated financial position, results of operations or cash flows.

(15) Segment Reporting

The Company has two reportable operating segments: seating and electrical and electronic. The seating segment includes seat systems and the components thereof. The electrical and electronic segment includes electrical distribution systems and electronic products, primarily wire harnesses, junction boxes, terminals and connectors, various electronic control modules, as well as audio sound systems and in-vehicle television and video entertainment systems. The Other category includes unallocated costs related to corporate headquarters, geographic headquarters and the elimination of intercompany activities, none of which meets the requirements of being classified as an operating segment.

The Company evaluates the performance of its operating segments based primarily on (i) revenues from external customers, (ii) pretax income (loss) before interest and other expense ("segment earnings") and (iii) cash flows, being defined as segment earnings less capital expenditures plus depreciation and amortization. A summary of revenues from external customers and other financial information by reportable operating segment is shown below (in millions):

	Three Months Ended April 4, 2009			
	Seating	Electrical and Electronic	Other	Consolidated
Revenues from external customers	$1,752.7	$ 415.6	$ —	$2,168.3
Segment earnings	(75.3)	(67.6)	(45.0)	(187.9)
Depreciation and amortization	38.1	24.0	3.5	65.6
Capital expenditures	10.5	10.1	0.1	20.7
Total assets	3,397.9	1,342.4	1,698.6	6,438.9

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	Three Months Ended March 29, 2008			
	Seating	Electrical and Electronic	Other	Consolidated
Revenues from external customers	$3,036.1	$ 821.5	$ —	$3,857.6
Segment earnings	183.3	35.3	(55.7)	162.9
Depreciation and amortization	43.3	27.6	3.6	74.5
Capital expenditures	28.6	16.7	0.2	45.5
Total assets	4,593.9	2,385.5	1,304.2	8,283.6

For the three months ended April 4, 2009, segment earnings include restructuring charges of $94.7 million, $15.1 million and $0.8 million in the seating and electrical and electronic segments and in the other category, respectively. For the three months ended March 29, 2008, segment earnings include restructuring charges of $12.9 million, $6.8 million and $0.5 million in the seating and electrical and electronic segments and in the other category, respectively (Note 2, “Restructuring Activities”).

A reconciliation of consolidated segment earnings to consolidated income (loss) before provision for income taxes is shown below (in millions):

	Three Months Ended	
	April 4, 2009	March 29, 2008
Segment earnings	$ (187.9)	$ 162.9
Interest expense	56.4	47.4
Other expense, net	12.8	2.0
Consolidated income (loss) before provision for income taxes	$ (257.1)	$ 113.5

(16) Financial Instruments

Certain of the Company’s Asian subsidiaries periodically factor their accounts receivable with financial institutions. Such receivables are factored without recourse to the Company and are excluded from accounts receivable in the accompanying condensed consolidated balance sheets. In 2008, certain of the Company’s European subsidiaries entered into extended factoring agreements, which provided for aggregate purchases of specified customer accounts receivable of up to €315 million. In January 2009, Standard and Poor’s Ratings Services downgraded the Company’s corporate credit rating to CCC+ from B-, and as a result, in February 2009, the use of these facilities was suspended. The Company cannot provide any assurances that these or any other factoring facilities will be available or utilized in the future. There were no factored receivables as of April 4, 2009. As of December 31, 2008, the amount of factored receivables was $143.8 million.

In April 2009, the Company elected to participate in the Auto Supplier Support Program established by the U.S. Department of the Treasury (“UST”) for the benefit of eligible General Motors’ and Chrysler’s automotive suppliers. The program was designed to provide eligible suppliers with access to government-backed protection for and/or the accelerated payment of amounts owed to them by General Motors and Chrysler. Under this program, eligible General Motors and Chrysler receivables are purchased from the Company, without recourse and at a discount, by certain special purpose entities affiliated with General Motors and Chrysler, and the payment of such receivables is financed by the U.S. government.

Asset-Backed Securitization Facility

Prior to April 30, 2008, the Company and several of its U.S. subsidiaries sold certain accounts receivable to a wholly owned, consolidated, bankruptcy-remote special purpose corporation (Lear ASC Corporation) under an asset-backed securitization facility (the “ABS facility”). In turn, Lear ASC Corporation transferred undivided interests in up to $150 million of the receivables to bank-sponsored commercial paper conduits. The ABS facility expired on April 30, 2008, and the Company did not elect to renew the existing facility.

Derivative Instruments and Hedging Activities

On January 1, 2009, the Company adopted the provisions of SFAS No. 161, “Disclosures about Derivative Instruments and Hedging Activities — an amendment of FASB Statement No. 133.” SFAS No. 161 requires enhanced disclosures regarding (a) how and why an entity uses derivative instruments, (b) how derivative instruments and related hedged items are accounted for under SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," and its related interpretations and (c) how derivative instruments and related hedged items affect an entity's financial position, performance and cash flows. The provisions of this statement were effective for the fiscal year and interim periods beginning after November 15, 2008, and the required disclosures are incorporated herein.

Forward foreign exchange, futures and option contracts — The Company uses forward foreign exchange, futures and option contracts to reduce the effect of fluctuations in foreign exchange rates on known foreign currency exposures. Gains and losses on the derivative instruments are intended to offset gains and losses on the hedged transaction in an effort to reduce the earnings volatility resulting from fluctuations in foreign exchange rates. The principal currencies hedged by the Company include the Mexican peso and various European currencies. Forward foreign exchange, futures and option contracts are accounted for as cash flow hedges when the hedged item is a forecasted transaction or relates to the variability of cash flows to be received or paid. As of April 4, 2009 and December 31, 2008, contracts designated as cash flow hedges with $258.4 million and $483.6 million, respectively, of notional amount were outstanding with maturities of less than nine months. As of April 4, 2009 and December 31, 2008, the fair value of these contracts was approximately negative $26.9 million and negative $53.5 million, respectively. As of April 4, 2009 and December 31, 2008, other foreign currency derivative contracts that did not qualify for hedge accounting with $35.8 million and $49.6 million, respectively, of notional amount were outstanding. These foreign currency derivative contracts consist principally of cash transactions between three and thirty days, hedges of intercompany loans and hedges of certain other balance sheet exposures. As of April 4, 2009 and December 31, 2008, the fair value of these contracts was approximately negative $1.3 million and $0.1 million, respectively. As of April 4, 2009, the contract, or settlement, value of outstanding forward foreign exchange, futures and option contracts is approximately negative $37.0 million.

The fair value of outstanding foreign currency derivative contracts and the related classification in the accompanying condensed consolidated balance sheets are shown below (in millions):

	April 4, 2009	December 31, 2008
Contracts qualifying for hedge accounting:		
Other current assets	$ 3.3	$ 4.4
Other current liabilities	(30.2)	(57.9)
	(26.9)	(53.5)
Contracts not qualifying for hedge accounting:		
Other current assets	1.6	2.7
Other current liabilities	(2.9)	(2.6)
	(1.3)	0.1
	$ (28.2)	$ (53.4)

Pretax amounts related to foreign currency derivative contracts that were recognized in and reclassified from accumulated other comprehensive loss are shown below (in millions):

	April 4, 2009	March 29, 2008
Contracts qualifying for hedge accounting:		
Gains (losses) recognized in accumulated other comprehensive loss	$ (14.2)	$ 5.4
(Gains) losses reclassified from accumulated other comprehensive loss	19.4	(4.1)
Comprehensive income	$ 5.2	$ 1.3

Interest rate swap and other derivative contracts — The Company uses interest rate swap and other derivative contracts to manage its exposure to fluctuations in interest rates. Interest rate swap and other derivative contracts which fix the interest payments of certain variable rate debt instruments or fix the market rate component of anticipated fixed rate debt instruments are accounted for as cash flow hedges. Interest rate swap contracts which hedge the change in fair value of certain fixed rate debt instruments are accounted for as fair value hedges. As of April 4, 2009 and December 31, 2008, contracts with $265.0 million and $750.0 million, respectively, of notional amount were outstanding with maturities through September 2011. All of these contracts modify the variable rate characteristics of the Company's variable rate debt instruments, which are generally set at either one-month or three-month LIBOR rates, such that the interest rates do not exceed a weighted average of 4.64%. As of April 4, 2009 and December 31, 2008, the fair value of these contracts was approximately negative $6.6 million and negative $23.2 million, respectively. The fair value of all outstanding interest rate swap and other derivative contracts is subject to changes in value due to changes in interest rates. As of April 4, 2009, the contract, or settlement, value of outstanding interest rate contracts was approximately negative $13.7 million. In February 2009, the Company elected to settle certain of its outstanding interest rate contracts representing $435.0 million of notional amount with a payment of $20.7 million.

The fair value of outstanding interest rate contracts and the related classification in the accompanying condensed consolidated balance sheets are shown below (in millions):

	April 4, 2009	December 31, 2008
Contracts qualifying for hedge accounting:		
Other current liabilities	$ (0.7)	$ (11.3)
Other long-term liabilities	(5.9)	(11.9)
	$ (6.6)	$ (23.2)

Pretax amounts related to interest rate contracts that were recognized in and reclassified from accumulated other comprehensive loss are shown below (in millions):

	April 4, 2009	March 29, 2008
Contracts qualifying for hedge accounting:		
Losses recognized in accumulated other comprehensive loss	$ (8.2)	$ (12.6)
Losses reclassified from accumulated other comprehensive loss	6.1	0.5
Comprehensive loss	$ (2.1)	$ (12.1)

Commodity swap contracts — The Company uses derivative instruments to reduce its exposure to fluctuations in certain commodity prices. These derivative instruments are utilized to hedge forecasted inventory purchases and to the extent that they qualify and meet hedge accounting criteria, they are accounted for as cash flow hedges. Commodity swap contracts that are not designated as cash flow hedges are marked to market with changes in fair value recognized immediately in the condensed consolidated statements of operations (Note 9, “Other Expense, Net”). As of April 4, 2009, there were no commodity swap contracts outstanding. As described below, all outstanding commodity swap contracts were terminated in February 2009. As of December 31, 2008, commodity swap contracts with $40.9 million of notional amount were outstanding with maturities of less than twelve months. As of December 31, 2008, the fair value of these contracts was negative $18.0 million.

Pretax amounts related to commodity swap contracts that were recognized in and reclassified from accumulated other comprehensive loss are shown below (in millions):

	April 4, 2009	March 29, 2008
Contracts qualifying for hedge accounting:		
Gains recognized in accumulated other comprehensive loss	$ 1.8	$ 2.8
Losses reclassified from accumulated other comprehensive loss	1.1	—
Comprehensive income	$ 2.9	$ 2.8

As described in Note 6, “Long-Term Debt,” a default under the Company’s primary credit facility could result in a cross-default or the acceleration of the Company’s payment obligations under other financing agreements. In February 2009, RBS terminated certain foreign exchange, interest rate and commodity swap contracts due to the Company’s default under its primary credit facility, and for hedge accounting purposes, the Company de-designated such contracts. The related forecasted transactions remain probable. As such, amounts currently recorded in accumulated other comprehensive loss related to the terminated contracts will be reclassified to earnings as the forecasted transactions occur. See Note 14, “Legal and Other Contingencies,” for further information regarding this matter.

As of April 4, 2009 and December 31, 2008, net losses of approximately $74.7 million and $80.8 million, respectively, related to the Company’s derivative instruments and hedging activities were recorded in accumulated other comprehensive loss. During the three months ended April 4, 2009 and March 29, 2008, net gains (losses) of approximately ($26.6) million and $3.6 million, respectively, related to the Company's hedging activities were reclassified from accumulated other comprehensive loss into earnings. During the twelve month period ending April 3, 2010, the Company expects to reclassify into earnings net losses of approximately $68.1 million recorded in accumulated other comprehensive loss as of April 4, 2009. Such losses will be reclassified at the time that the underlying hedged transactions are realized. During the three months ended April 4, 2009 and March 29, 2008, amounts recognized in the accompanying condensed consolidated statements of operations related to changes in the fair value of cash flow and fair value hedges excluded from the Company's effectiveness assessments and the ineffective portion of changes in the fair value of cash flow and fair value hedges were not material.

Non-U.S. dollar financing transactions — The Company designated its Euro-denominated senior notes (Note 6, "Long-Term Debt") as a net investment hedge of long-term investments in its Euro-functional subsidiaries. As of April 4, 2009, the amount recorded in accumulated other comprehensive loss related to the effective portion of the net investment hedge of foreign operations was approximately negative $160.6 million. Although the Euro-denominated senior notes were repaid on April 1, 2008, this amount will be included in accumulated other comprehensive loss until the Company liquidates its related investment in its designated foreign operations.

Fair Value Measurements

The Financial Accounting Standards Board ("FASB") issued SFAS No. 157, "Fair Value Measurements." This statement defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. The Company adopted the provisions of SFAS No. 157 for its financial assets and liabilities and certain of its nonfinancial assets and liabilities that are measured and/or disclosed at fair value on a recurring basis as of January 1, 2008. The Company adopted the provisions of SFAS No. 157 for other nonfinancial assets and liabilities that are measured and/or disclosed at fair value on a nonrecurring basis as of January 1, 2009. The effects of adoption were not significant.

SFAS No. 157 clarifies that fair value is an exit price, defined as a market-based measurement that represents the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. Fair value measurements are based on one or more of the following three valuation techniques noted in SFAS No. 157:

Market: This approach uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities.

Income: This approach uses valuation techniques to convert future amounts to a single present value amount based on current market expectations.

Cost: This approach is based on the amount that would be required to replace the service capacity of an asset (replacement cost).

SFAS No. 157 prioritizes the inputs and assumptions used in the valuation techniques described above into a three-tier fair value hierarchy as follows:

Level 1: Observable inputs, such as quoted market prices in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2: Inputs, other than quoted market prices included in Level 1, that are observable either directly or indirectly for the asset or liability.

Level 3: Unobservable inputs that reflect the entity's own assumptions about the exit price of the asset or liability. Unobservable inputs may be used if there is little or no market data for the asset or liability at the measurement date.

Fair value measurements and the related valuation techniques and fair value hierarchy level for the Company's assets and liabilities that are measured or disclosed at fair value on a recurring basis as of April 4, 2009, are shown below (in millions):

	Frequency	Asset (Liability)	Valuation Technique	Level 1	Level 2	Level 3
Derivative instruments	Recurring	$(34.8)	Market/Income	$—	$4.9	$(39.7)

The Company determines the fair value of its derivative contracts using quoted market prices to calculate the forward values and then discounts such forward values to the present value. The discount rates used are based on quoted bank deposit or swap interest rates. If a derivative contract is in a liability position, these discount rates are adjusted by an estimate of the credit spread that would be applied by market participants purchasing these contracts from the Company's counterparties. To estimate this credit spread, the Company used significant assumptions and factors other than quoted market rates, which resulted in the classification of its derivative liabilities within Level 3 of the fair value hierarchy as of April 4, 2009.

A reconciliation of changes in assets and liabilities related to derivative instruments measured at fair value using significant unobservable inputs (Level 3) for the three months ended April 4, 2009, is shown below (in millions):

Balance as of January 1, 2009	$ (101.7)
Total realized and unrealized gains (losses):	
Amounts included in earnings	0.4
Amounts included in other comprehensive loss	(19.4)
Settlements	46.2
Transfers out of Level 3	34.8
Balance as of April 4, 2009	$ (39.7)

Transfers out of Level 3 relate to certain foreign exchange, interest rate and commodity swap contracts that were terminated by RBS. See discussion above and Note 14, "Legal and Other Contingencies," for further information regarding this matter.

Net realized gains included in earnings of $0.4 million for the three months ended April 4, 2009, are recorded in other expense, net in the accompanying condensed consolidated statement of operations. Net unrealized gains of $1.3 million for the three months ended April 4, 2009, relate to instruments outstanding as of April 4, 2009.

(17) Accounting Pronouncements

Fair Value Measurements and Financial Instruments

The FASB issued FASB Staff Position ("FSP") No. 157-4, "Determining Fair Value When the Volume and Level of Activity for the Asset or Liability Have Significantly Decreased and Identifying Transactions That Are Not Orderly." This FSP amends SFAS No. 157 to provide additional guidance on disclosure requirements and estimating fair value when the volume and level of activity for the asset or liability have significantly decreased in relation to normal market activity. This FSP requires interim disclosure of the inputs and valuation techniques used to measure fair value. The provisions of this FSP are effective for interim and annual reporting periods ending after June 15, 2009. The Company is currently evaluating the provisions of this FSP.

The FASB issued FSP No. 107-1 and APB 28-1, "Interim Disclosures about Fair Value of Financial Instruments." This FSP extends the disclosure requirements of SFAS No. 107, "Disclosures about Fair Value of Financial Instruments," to interim reporting periods. The provisions of this FSP are effective for interim and annual reporting periods ending after June 15, 2009. With the exception of additional disclosures, the Company does not expect the effects of adoption to be significant.

LEAR CORPORATION AND SUBSIDIARIES

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Continued)

(18) Supplemental Guarantor Condensed Consolidating Financial Statements

	April 4, 2009				
	Parent	Guarantors	Non-guarantors	Eliminations	Consolidated
	(Unaudited; in millions)				
ASSETS					
CURRENT ASSETS:					
Cash and cash equivalents	$ 333.1	$ 3.0	$ 898.2	$ —	$ 1,234.3
Accounts receivable	0.5	124.9	1,230.9	—	1,356.3
Inventories	7.9	94.8	361.8	—	464.5
Other	18.1	19.7	258.7	—	296.5
Total current assets	359.6	242.4	2,749.6	—	3,351.6
LONG-TERM ASSETS:					
Property, plant and equipment, net	123.6	154.2	862.1	—	1,139.9
Goodwill, net	454.5	290.1	719.9	—	1,464.5
Investments in subsidiaries	3,594.6	3,893.2	—	(7,487.8)	—
Other	219.3	16.2	247.4	—	482.9
Total long-term assets	4,392.0	4,353.7	1,829.4	(7,487.8)	3,087.3
	$ 4,751.6	$ 4,596.1	$ 4,579.0	$ (7,487.8)	$ 6,438.9
LIABILITIES AND EQUITY (DEFICIT)					
CURRENT LIABILITIES:					
Short-term borrowings	$ —	$ 2.1	$ 37.7	$ —	$ 39.8
Primary credit facility	2,177.0	—	—	—	2,177.0
Accounts payable and drafts	46.0	148.4	1,101.2	—	1,295.6
Accrued liabilities	153.2	183.4	592.1	—	928.7
Current portion of long-term debt	—	—	3.7	—	3.7
Total current liabilities	2,376.2	333.9	1,734.7	—	4,444.8
LONG-TERM LIABILITIES:					
Long-term debt	1,291.8	—	10.2	—	1,302.0
Intercompany accounts, net	955.8	1,027.2	(1,983.0)	—	—
Other	217.2	86.4	429.9	—	733.5
Total long-term liabilities	2,464.8	1,113.6	(1,542.9)	—	2,035.5
EQUITY (DEFICIT):					
Lear Corporation stockholders' equity (deficit)	(89.4)	3,148.6	4,339.2	(7,487.8)	(89.4)
Noncontrolling interests	—	—	48.0	—	48.0
Equity (Deficit)	(89.4)	3,148.6	4,387.2	(7,487.8)	(41.4)
	$ 4,751.6	$ 4,596.1	$ 4,579.0	$ (7,487.8)	$ 6,438.9

LEAR CORPORATION AND SUBSIDIARIES

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Continued)

(18) Supplemental Guarantor Condensed Consolidating Financial Statements — (continued)

	December 31, 2008				
	Parent	Guarantors	Non-guarantors (In millions)	Eliminations	Consolidated
ASSETS					
CURRENT ASSETS:					
Cash and cash equivalents	$ 1,310.6	$ 3.9	$ 277.6	$ —	$ 1,592.1
Accounts receivable	0.9	155.4	1,054.4	—	1,210.7
Inventories	5.6	111.5	415.1	—	532.2
Other	30.3	23.3	285.6	—	339.2
Total current assets	1,347.4	294.1	2,032.7	—	3,674.2
LONG-TERM ASSETS:					
Property, plant and equipment, net	131.3	165.3	916.9	—	1,213.5
Goodwill, net	454.5	290.1	736.0	—	1,480.6
Investments in subsidiaries	3,607.6	3,940.4	—	(7,548.0)	—
Other	218.8	23.1	262.7	—	504.6
Total long-term assets	4,412.2	4,418.9	1,915.6	(7,548.0)	3,198.7
	$ 5,759.6	$ 4,713.0	$ 3,948.3	$ (7,548.0)	$ 6,872.9
LIABILITIES AND EQUITY					
CURRENT LIABILITIES:					
Short-term borrowings	$ —	$ 2.1	$ 40.4	$ —	$ 42.5
Primary credit facility	2,177.0	—	—	—	2,177.0
Accounts payable and drafts	68.7	163.9	1,221.3	—	1,453.9
Accrued liabilities	129.7	188.7	613.7	—	932.1
Current portion of long-term debt	—	—	4.3	—	4.3
Total current liabilities	2,375.4	354.7	1,879.7	—	4,609.8
LONG-TERM LIABILITIES:					
Long-term debt	1,291.8	—	11.2	—	1,303.0
Intercompany accounts, net	1,728.5	933.1	(2,661.6)	—	—
Other	165.0	155.7	391.7	—	712.4
Total long-term liabilities	3,185.3	1,088.8	(2,258.7)	—	2,015.4
EQUITY:					
Lear Corporation stockholders' equity	198.9	3,269.5	4,278.5	(7,548.0)	198.9
Noncontrolling interests	—	—	48.8	—	48.8
Equity	198.9	3,269.5	4,327.3	(7,548.0)	247.7
	$ 5,759.6	$ 4,713.0	$ 3,948.3	$ (7,548.0)	$ 6,872.9

LEAR CORPORATION AND SUBSIDIARIES

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(18) Supplemental Guarantor Condensed Consolidating Financial Statements — (continued)

	For the Three Months Ended April 4, 2009				
	Parent	Guarantors	Non-guarantors	Eliminations	Consolidated
	(Unaudited; in millions)				
Net sales	$ 57.5	$ 541.8	$ 2,112.3	$ (543.3)	$ 2,168.3
Cost of sales	62.1	561.5	2,163.6	(543.3)	2,243.9
Selling, general and administrative expenses	39.0	4.8	68.5	—	112.3
Interest expense	38.9	15.0	2.5	—	56.4
Intercompany (income) expense, net	72.8	(0.6)	(72.2)	—	—
Other (income) expense, net	(10.8)	4.3	19.3	—	12.8
Consolidated loss before income taxes and equity in net loss of subsidiaries	(144.5)	(43.2)	(69.4)	—	(257.1)
Provision for income taxes	—	0.8	4.9	—	5.7
Equity in net loss of subsidiaries	120.3	24.2	—	(144.5)	—
Consolidated net loss	(264.8)	(68.2)	(74.3)	144.5	(262.8)
Less: Net income attributable to noncontrolling interests	—	—	2.0	—	2.0
Net loss attributable to Lear	$ (264.8)	$ (68.2)	$ (76.3)	$ 144.5	$ (264.8)

	For the Three Months Ended March 29, 2008				
	Parent	Guarantors	Non-guarantors	Eliminations	Consolidated
	(Unaudited; in millions)				
Net sales	$ 150.5	$ 1,029.8	$ 3,683.7	$ (1,006.4)	$ 3,857.6
Cost of sales	163.9	978.9	3,425.1	(1,006.4)	3,561.5
Selling, general and administrative expenses	33.7	6.9	92.6	—	133.2
Interest (income) expense	27.8	28.8	(9.2)	—	47.4
Intercompany (income) expense, net	(79.8)	5.4	74.4	—	—
Other (income) expense, net	(0.9)	11.5	(8.6)	—	2.0
Consolidated income (loss) before income taxes and equity in net income of subsidiaries	5.8	(1.7)	109.4	—	113.5
Provision for income taxes	—	0.1	31.2	—	31.3
Equity in net income of subsidiaries	(72.4)	(63.7)	—	136.1	—
Consolidated net income	78.2	61.9	78.2	(136.1)	82.2
Less: Net income attributable to noncontrolling interests	—	—	4.0	—	4.0
Net income attributable to Lear	$ 78.2	$ 61.9	$ 74.2	$ (136.1)	$ 78.2

LEAR CORPORATION AND SUBSIDIARIES

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Continued)

(18) Supplemental Guarantor Condensed Consolidating Financial Statements — (continued)

	For the Three Months Ended April 4, 2009				
	Parent	Guarantors	Non-guarantors	Eliminations	Consolidated
	(Unaudited; in millions)				
Net cash used in operating activities	$ (85.7)	$ (59.3)	$ (191.8)	$ —	$ (336.8)
Cash Flows from Investing Activities:					
Additions to property, plant and equipment	(0.1)	(2.1)	(18.5)	—	(20.7)
Other, net	2.7	(1.0)	6.7	—	8.4
Net cash provided by (used in) investing activities	2.6	(3.1)	(11.8)	—	(12.3)
Cash Flows from Financing Activities:					
Long-term debt repayments, net	—	—	(1.3)	—	(1.3)
Short-term debt repayments, net	—	—	(2.8)	—	(2.8)
Payment of deferred financing fees	(7.8)	—	—	—	(7.8)
Dividends paid to noncontrolling interests	—	—	(3.2)	—	(3.2)
Increase (decrease) in drafts	1.2	(0.4)	0.7	—	1.5
Change in intercompany accounts	(887.8)	63.6	824.2	—	—
Net cash provided by (used in) financing activities	(894.4)	63.2	817.6	—	(13.6)
Effect of foreign currency translation	—	(1.7)	6.6	—	4.9
Net Change in Cash and Cash Equivalents	(977.5)	(0.9)	620.6	—	(357.8)
Cash and Cash Equivalents as of Beginning of Period	1,310.6	3.9	277.6	—	1,592.1
Cash and Cash Equivalents as of End of Period	$ 333.1	$ 3.0	$ 898.2	—	$ 1,234.3

	For the Three Months Ended March 29, 2008				
	Parent	Guarantors	Non-guarantors	Eliminations	Consolidated
	(Unaudited; in millions)				
Net cash provided by operating activities	$ 17.4	$ 35.5	$ 83.1	$ —	$ 136.0
Cash Flows from Investing Activities:					
Additions to property, plant and equipment	(1.5)	(5.5)	(38.5)	—	(45.5)
Other, net	—	0.3	13.0	—	13.3
Net cash used in investing activities	(1.5)	(5.2)	(25.5)	—	(32.2)
Cash Flows from Financing Activities:					
Long-term debt repayments, net	(0.1)	—	(2.3)	—	(2.4)
Short-term debt repayments, net	—	(0.1)	(0.7)	—	(0.8)
Repurchase of common stock	(1.6)	—	—	—	(1.6)
Dividends paid to noncontrolling interests	—	—	(10.2)	—	(10.2)
Increase (decrease) in drafts	(3.6)	0.5	1.2	—	(1.9)
Change in intercompany accounts	39.8	(28.3)	(11.5)	—	—
Net cash provided by (used in) financing activities	34.5	(27.9)	(23.5)	—	(16.9)
Effect of foreign currency translation	—	(4.1)	17.8	—	13.7
Net Change in Cash and Cash Equivalents	50.4	(1.7)	51.9	—	100.6
Cash and Cash Equivalents as of Beginning of Period	189.9	6.1	405.3	—	601.3
Cash and Cash Equivalents as of End of Period	$ 240.3	$ 4.4	$ 457.2	—	$ 701.9

LEAR CORPORATION AND SUBSIDIARIES

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Continued)

(18) Supplemental Guarantor Condensed Consolidating Financial Statements — (continued)

Basis of Presentation — Certain of the Company's 100% owned subsidiaries (the "Guarantors") have unconditionally fully guaranteed, on a joint and several basis, the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all of the Company's obligations under the primary credit facility and the indentures governing the Company's senior notes, including the Company's obligations to pay principal, premium, if any, and interest with respect to the senior notes. The senior notes consist of $298.0 million aggregate principal amount of 8.50% senior notes due 2013, $598.3 million aggregate principal amount of 8.75% senior notes due 2016, $399.5 million aggregate principal amount of 5.75% senior notes due 2014 and $0.8 million aggregate principal amount of zero-coupon convertible senior notes due 2022. The Guarantors under the indentures are currently Lear Automotive Dearborn, Inc., Lear Automotive (EEDS) Spain S.L., Lear Corporation EEDS and Interiors, Lear Corporation (Germany) Ltd., Lear Corporation Mexico, S. de R.L. de C.V., Lear Operations Corporation and Lear Seating Holdings Corp. #50. In lieu of providing separate financial statements for the Guarantors, the Company has included the supplemental guarantor condensed consolidating financial statements above. These financial statements reflect the guarantors listed above for all periods presented. Management does not believe that separate financial statements of the Guarantors are material to investors. Therefore, separate financial statements and other disclosures concerning the Guarantors are not presented.

As of December 31, 2008 and for the three months ended March 29, 2008, the supplemental guarantor condensed consolidating financial statements have been restated to reflect certain changes to the equity investments of the guarantor subsidiaries.

Distributions — There are no significant restrictions on the ability of the Guarantors to make distributions to the Company.

Selling, General and Administrative Expenses — During the three months ended April 4, 2009 and March 29, 2008, the Parent allocated $0.7 million and $7.9 million, respectively, of corporate selling, general and administrative expenses to its operating subsidiaries. The allocations were based on various factors, which estimate usage of particular corporate functions, and in certain instances, other relevant factors, such as the revenues or the number of employees of the Company's subsidiaries.

Long-Term Debt of the Parent and the Guarantors — A summary of long-term debt of the Parent and the Guarantors on a combined basis is shown below (in millions):

	April 4, 2009	December 31, 2008
Primary credit facility — revolver	$ 1,192.0	$ 1,192.0
Primary credit facility — term loan	985.0	985.0
Senior notes	1,287.6	1,287.6
Other long-term debt	4.2	4.2
	3,468.8	3,468.8
Primary credit facility	(2,177.0)	(2,177.0)
	$ 1,291.8	$ 1,291.8

As of April 4, 2009 and December 31, 2008, the Parent had $2.2 billion in borrowings outstanding under the primary credit facility, which are classified as current liabilities in the accompanying guarantor condensed consolidating balance sheets. For further information, see Note 6, "Long-Term Debt."

LEAR CORPORATION

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

EXECUTIVE OVERVIEW

We were incorporated in Delaware in 1987 and are one of the world's largest automotive suppliers based on net sales. We supply every major automotive manufacturer in the world.

We supply automotive manufacturers with complete automotive seat systems and the components thereof, as well as electrical distribution systems and electronic products. Our strategy is to continue to strengthen our market position in seating globally, to leverage our competency in electrical distribution systems and electronic components and to achieve increased scale and global capabilities in our core products.

Industry Overview

Demand for our products is directly related to the automotive vehicle production of our major customers. Automotive sales and production can be affected by general economic or industry conditions, labor relations issues, fuel prices, regulatory requirements, trade agreements and other factors. Our operating results are also significantly impacted by the overall commercial success of the vehicle platforms for which we supply particular products, as well as our relative profitability on these platforms. In addition, it is possible that customers could elect to manufacture components internally that are currently produced by external suppliers, such as Lear. A significant loss of business with respect to any vehicle model for which we are a significant supplier, or a decrease in the production levels of any such models, could have a material adverse impact on our future operating results. In this regard, a continuation of the shift in consumer purchasing patterns from certain of our key light truck and SUV platforms toward passenger cars, crossover vehicles or other vehicle platforms where we generally have substantially less content will adversely affect our future operating results. In addition, our two largest customers, General Motors and Ford, accounted for approximately 37% of our net sales in 2008, excluding net sales to Saab and Volvo, which are affiliates of General Motors and Ford. The automotive operations of both General Motors and Ford experienced significant operating losses in 2008, and both automakers are continuing to restructure their North American operations, which could have a material impact on our future operating results. Furthermore, Chrysler filed for bankruptcy protection under Chapter 11 of the U.S. Bankruptcy Code ("Chapter 11") on April 30, 2009, as part of a U.S. government supported plan of reorganization. General Motors is developing a revised viability plan which must be certified by the U.S. government by June 1, 2009, and bankruptcy remains a possibility. Both General Motors and Chrysler have received billions of dollars in loans from the U.S. government and have sought financial support from governments outside of the United States. North American automotive suppliers, represented by two trade groups, have also requested financial support from the U.S. government. In response to industry conditions, we elected to participate in the Auto Supplier Support Program established by the U.S. Department of the Treasury ("UST"), under which eligible General Motors and Chrysler receivables owed to Lear are purchased, without recourse and at a discount, by certain special purpose entities affiliated with General Motors and Chrysler, and the payment of such receivables is financed by the U.S. government. See "— Liquidity and Capital Resources — Off Balance Sheet Arrangements — Accounts Receivable Factoring," for further information.

Automotive industry conditions in North America and Europe have been and continue to be extremely challenging. In North America, the industry is characterized by significant overcapacity, fierce competition and rapidly declining sales. In Europe, the market structure is more fragmented with significant overcapacity and rapidly declining sales. We expect these challenging industry conditions to continue in the foreseeable future. Our business has been severely affected by the turmoil in the global credit markets, significant reductions in new housing construction, volatile fuel prices and recessionary trends in the U.S. and global economies. These conditions had a dramatic impact on consumer vehicle demand in 2008, resulting in the lowest per capita sales rates in the United States in half a century and lower global automotive production following six years of steady growth. During the first quarter of 2009, North American production levels declined by approximately 51%, and European production levels declined by approximately 40% from the comparable period in 2008. Furthermore, significant production downtime in North America has been announced by General Motors for the second quarter of 2009 and by Chrysler throughout its bankruptcy process.

Historically, the majority of our sales and operating profit has been derived from the U.S.-based automotive manufacturers in North America and, to a lesser extent, automotive manufacturers in Western Europe. These customers have experienced declines in market share in their traditional markets. In addition, a disproportionate amount of our net sales and profitability in North America has been on light truck and large SUV platforms of the domestic automakers, which are experiencing significant competitive pressures and reduced demand. As discussed below, our ability to maintain and improve our financial performance in the future will depend, in part, on our ability to significantly increase our penetration of Asian automotive manufacturers worldwide and leverage our existing North American and European customer base geographically and across both product lines.

Our customers require us to reduce costs and, at the same time, assume significant responsibility for the design, development and engineering of our products. Our profitability is largely dependent on our ability to achieve product cost reductions through restructuring actions, manufacturing efficiencies, product design enhancement and supply chain management. We also seek to enhance our profitability by investing in technology, design capabilities and new product initiatives that respond to the needs of our customers and consumers. We continually evaluate operational and strategic alternatives to align our business with the changing needs of our customers, improve our business structure and lower the operating costs of our Company.

Our material cost as a percentage of net sales was 69.7% in the first quarter of 2009, as compared to 69.3% in 2008 and 68.0% in 2007. Raw material, energy and commodity costs have been extremely volatile over the past several years and were significantly higher throughout much of 2008. Unfavorable industry conditions have also resulted in financial distress within our supply base and an increase in commercial disputes and the risk of supply disruption. We have developed and implemented strategies to mitigate or partially offset the impact of higher raw material, energy and commodity costs, which include cost reduction actions, such as the selective in-sourcing of components, the continued consolidation of our supply base, longer-term purchase commitments and the selective expansion of low-cost country sourcing and engineering, as well as value engineering and product benchmarking. However, due to significantly lower production volumes combined with increased raw material, energy and commodity costs, these strategies, together with commercial negotiations with our customers and suppliers, typically offset only a portion of the adverse impact. In addition, higher crude oil prices indirectly impact our operating results by adversely affecting demand for certain of our key light truck and large SUV platforms. Although raw material, energy and commodity costs have recently moderated, these costs remain volatile and could have an adverse impact on our operating results in the foreseeable future. See "— Forward-Looking Statements" and Item 1A, "Risk Factors — High raw material costs could continue to have a significant adverse impact on our profitability," in our Annual Report on Form 10-K for the year ended December 31, 2008, as supplemented below in Part II — Item 1A, "Risk Factors," in this Report.

Liquidity and Financial Condition

During the fourth quarter of 2008, we elected to borrow $1.2 billion under our primary credit facility to protect against possible disruptions in the capital markets and uncertain industry conditions, as well as to further bolster our liquidity position. We elected not to repay the amounts borrowed at year end in light of continued market and industry uncertainty. As a result, as of December 31, 2008, we were no longer in compliance with the leverage ratio covenant contained in our primary credit facility. On March 17, 2009, we entered into an amendment and waiver with the lenders under our primary credit facility which provided, through May 15, 2009, for: (1) a waiver of the existing defaults under our primary credit facility and (2) an amendment of the financial covenants and certain other provisions contained in our primary credit facility. On May 13, 2009, we entered into an amendment and waiver with the lenders under our primary credit facility which, among other things, extends the prior waiver thereunder through the earlier of (i) the date on which we which make any payments on our outstanding senior notes and (ii) June 30, 2009. As of April 4, 2009, we had approximately $1.2 billion in cash and cash equivalents on hand, as compared to approximately $1.6 billion as of December 31, 2008. The decline primarily reflects net cash used in operating activities, including the termination of our European accounts receivable factoring facility, as well as capital expenditures.

We are currently reviewing strategic and financing alternatives available to us and have retained legal and financial advisors to assist us in this regard. We are engaged in ongoing discussions with the lenders under our primary credit facility and others regarding alternatives to address our capital structure. Such restructuring alternatives would likely affect the terms of our primary credit facility, our other debt obligations, including our senior notes, and our common stock and may be effected in one or more transactions through negotiated modifications to the agreements related to our debt obligations or through other forms of restructurings, which we may be required to effect under court supervision pursuant to a voluntary bankruptcy filing under Chapter 11. There can be no assurance that an agreement regarding any such restructuring will be obtained on acceptable terms with the necessary parties or at all. If an acceptable agreement is not obtained, we will be in default under our primary credit facility as of July 1, 2009, and the lenders would have the right to accelerate the obligations upon the vote of the lenders holding a majority of outstanding commitments and borrowings and exercise all other remedies thereunder. Acceleration of our obligations under the primary credit facility would constitute a default under our senior notes and would likely result in the acceleration of these obligations. In addition, we have regularly scheduled interest payments in an aggregate amount of $38 million on our senior notes due 2013 and senior notes due 2016 payable on June 1, 2009. If we do not make the interest payment on either series of senior notes by June 30, 2009 (the expiration of the 30-day cure period following the interest payment due date), the holders of at least twenty-five percent (25%) in aggregate principal amount of each of the series of notes would have the right to accelerate their respective obligations thereunder. Furthermore, a default under our primary credit facility could result in a cross-default or the acceleration of our payment obligations under other financing agreements. In any such event, we may be required to seek reorganization under Chapter 11. For additional information, see "— Liquidity and Capital Resources — Capitalization — Primary Credit Facility."

Outlook

As discussed herein, recent market events, including an unfavorable global economic environment, extremely challenging automotive industry conditions and the global credit crisis, are adversely impacting global automotive demand and have impacted and will continue to significantly impact our operating results in the foreseeable future. In response, we have continued to restructure our global operations and to aggressively reduce our costs. These actions have been designed to better align our manufacturing capacity, lower our operating costs and streamline our organizational structure. Additionally, as discussed above, the outcome of discussions with respect to the restructuring of our capital structure could negatively impact our financial condition. Our future financial results will also be affected by cash utilized in operations, including restructuring activities, and will be subject to certain factors outside of our control, such as the continued global economic downturn and turmoil in the global credit markets, challenging automotive industry conditions, including reductions in production levels, the financial condition and restructuring actions of our customers and suppliers and other related factors. No assurances can be given regarding the length or severity of the global economic downturn and its ultimate impact on our financial results, our ability to restructure our capital structure or the other factors described in this paragraph. See "— Executive Overview" above, "— Liquidity and Capital Resources" and "— Forward-Looking Statements" below and Item 1A, "Risk Factors," in our Annual Report on Form 10-K for the year ended December 31, 2008, as supplemented below in Part II — Item 1A, "Risk Factors," in this Report, for further discussion of the risks and uncertainties affecting our cash flows from operations, borrowing availability and overall liquidity.

In evaluating our financial condition and operating performance, we focus primarily on earnings growth and cash flows, as well as return on investment on a consolidated basis. In addition to maintaining and expanding our business with our existing customers in our more established markets, we have increased our emphasis on expanding our business in the Asian markets (including sourcing activity in Asia) and with Asian automotive manufacturers worldwide. The Asian markets still present significant growth opportunities, as major automotive manufacturers have production expansion plans in this region to meet long-term demand. We currently have twelve joint ventures in China and several other joint ventures dedicated to serving Asian automotive manufacturers. We will continue to seek ways to expand our business in the Asian markets and with Asian automotive manufacturers worldwide. In addition, we have improved our low-cost country manufacturing capabilities through expansion in Mexico, Eastern Europe, Africa and Asia.

Our success in generating cash flow will depend, in part, on our ability to manage working capital efficiently. Working capital can be significantly impacted by the timing of cash flows from sales and purchases. Historically, we have generally been successful in aligning our vendor payment terms with our customer payment terms. However, our ability to continue to do so may be adversely impacted by the unfavorable financial results of our suppliers and adverse industry conditions, as well as our financial results. In addition, our cash flow is impacted by our ability to manage our inventory and capital spending efficiently. We utilize return on investment as a measure of the efficiency with which assets are deployed to increase earnings. Improvements in our return on investment will depend on our ability to maintain an appropriate asset base for our business and to increase productivity and operating efficiency.

We monitor our goodwill and long-lived assets for impairment indicators on an ongoing basis. As of April 4, 2009, we do not believe that there were any indicators that would have resulted in goodwill or additional long-lived asset impairment charges. We will, however, continue to assess the impact of any significant industry events and long-term automotive production estimates on our recorded goodwill and the realization of our long-lived assets. A prolonged decline in automotive production levels or other significant industry events could result in goodwill and long-lived asset impairment charges.

Restructuring

In 2005, we implemented a comprehensive restructuring strategy intended to (i) better align our manufacturing capacity with the changing needs of our customers, (ii) eliminate excess capacity and lower our operating costs and (iii) streamline our organizational structure and reposition our business for improved long-term profitability. In connection with these restructuring actions, we incurred pretax restructuring costs of approximately $351 million and related manufacturing inefficiency charges of approximately $35 million through 2007. In 2008, we continued to restructure our global operations and to aggressively reduce our costs. In connection with our prior restructuring actions and current activities, we recorded restructuring charges of approximately $177 million and related manufacturing inefficiency charges of approximately $17 million in 2008.

In light of current industry conditions and recent customer announcements, we continued restructuring actions in the first quarter of 2009 and expect continued restructuring and related investments for the foreseeable future. In connection with our prior restructuring actions and current activities, we recorded restructuring charges of approximately $110 million and related manufacturing inefficiency charges of approximately $5 million in the first quarter of 2009.

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Other Matters

In the first quarter of 2009, we incurred fees and expenses related to our capital restructuring of $6 million. In addition, we recognized tax benefits of $10 million related to reductions in recorded tax reserves, as well as tax expense of $5 million related to the establishment of valuation allowances in certain foreign subsidiaries.

As discussed above, our results for the first quarters of 2009 and 2008 reflect the following items (in millions):

	Three months ended	
	April 4, 2009	March 29, 2008
Costs related to restructuring actions, including manufacturing inefficiencies of $5 million in 2009 and $4 million in 2008	$115	$24
Fees and expenses related to capital restructuring	6	—
Tax benefits, net	5	—

For further information regarding these items, see "— Restructuring" and Note 10, "Income Taxes," to the condensed consolidated financial statements included in this Report.

This section includes forward-looking statements that are subject to risks and uncertainties. For further information regarding other factors that have had, or may have in the future, a significant impact on our business, financial condition or results of operations, see "— Forward-Looking Statements" and Item 1A, "Risk Factors," in our Annual Report on Form 10-K for the year ended December 31, 2008, as supplemented below in Part II — Item 1A, "Risk Factors," in this Report.

RESULTS OF OPERATIONS

A summary of our operating results as a percentage of net sales is shown below (dollar amounts in millions):

	Three months ended			
	April 4, 2009		March 29, 2008	
Net sales				
Seating	$ 1,752.7	80.8%	$ 3,036.1	78.7%
Electrical and electronic	415.6	19.2	821.5	21.3
Net sales	2,168.3	100.0	3,857.6	100.0
Gross profit (loss)	(75.6)	(3.5)	296.1	7.7
Selling, general and administrative expenses	112.3	5.2	133.2	3.5
Interest expense	56.4	2.6	47.4	1.2
Other expense, net	12.8	0.6	2.0	0.1
Provision for income taxes	5.7	0.2	31.3	0.8
Net income attributable to noncontrolling interests	2.0	0.1	4.0	0.1
Net income (loss) attributable to Lear	$ (264.8)	(12.2)%	$ 78.2	2.0%

Three Months Ended April 4, 2009 vs. Three Months Ended March 29, 2008

Net sales in the first quarter of 2009 were $2.2 billion, as compared to $3.9 billion in the first quarter of 2008, a decrease of $1.7 billion or 43.8%. Lower industry production volumes in North America and Europe, as well as the impact of net foreign exchange rate fluctuations, negatively impacted net sales by $1.5 billion and $212 million, respectively.

Gross profit (loss) and gross margin were ($76) million and negative 3.5% in the quarter ended April 4, 2009, as compared to $296 million and 7.7% in the quarter ended March 29, 2008. Lower industry production volumes reduced gross profit by $278 million. Costs related to our restructuring actions and the impact of net selling price reductions were partially offset by the benefit of our restructuring and other productivity actions.

Selling, general and administrative expenses, including engineering and development expenses, were $112 million in the three months ended April 4, 2009, as compared to $133 million in the three months ended March 29, 2008. The decrease in selling, general and administrative expenses was primarily due to favorable cost performance in the first quarter of 2009, including lower compensation-related expenses, as well as reduced engineering and development expenses. These decreases were partially offset by fees and expenses related to our capital restructuring of $6 million. As a percentage of net sales, selling, general and administrative expenses increased to 5.2% in the first quarter of 2009 from 3.5% in the first quarter of 2008, as net sales declined at a more rapid rate than selling, general and administrative expenses.

Interest expense was $56 million in the first quarter of 2009, as compared to $47 million in the first quarter of 2008. The increase in interest expense was primarily due to higher borrowing levels and associated costs in the first quarter of 2009.

Other expense, which includes non-income related taxes, foreign exchange gains and losses, discounts and expenses associated with our factoring facilities, gains and losses related to derivative instruments and hedging activities, equity in net income (loss) of affiliates, gains and losses on the sales of assets and other miscellaneous income and expense, was $13 million in the first three months of 2009, as compared to $2 million in the first three months of 2008. The increase in other expense between periods was primarily due to increases in equity in net loss of affiliates and losses related to derivative instruments and hedging activities, partially offset by foreign exchange gains.

The provision for income taxes was $6 million for the first quarter of 2009, representing an effective tax rate of negative 2.2% on pretax loss of $257 million, as compared to $31 million for the first quarter of 2008, representing an effective tax rate of 27.6% on pretax income of $114 million. The provision for income taxes in the first quarter of 2009 primarily relates to profitable foreign operations, as well as withholding taxes on royalties and dividends paid by our foreign subsidiaries. In addition, we incurred losses in several countries that provided no tax benefits due to valuation allowances on our deferred tax assets in those countries. The provision was also impacted by a portion of our restructuring charges, for which no tax benefit was provided as the charges were incurred in certain countries for which no tax benefit is likely to be realized due to a history of operating losses in those countries. Additionally, the provision was impacted by tax benefits of $10 million, including interest, related to reductions in recorded tax reserves and tax expense of $5 million related to the establishment of valuation allowances in certain foreign subsidiaries. Excluding these items, the effective tax rate in the first quarter of 2009 approximated the U.S. federal statutory income tax rate of 35% adjusted for income taxes on foreign earnings, losses and remittances, foreign and U.S. valuation allowances, tax credits, income tax incentives and other permanent items. The provision for income taxes in the first quarter of 2008 was impacted by a portion of our restructuring charges, for which no tax benefit was provided as the charges were incurred in certain countries for which no tax benefit is likely to be realized due to a history of operating losses in those countries. Further, our current and future provision for income taxes is significantly impacted by the initial recognition of and changes in valuation allowances in certain countries, particularly the United States. We intend to maintain these allowances until it is more likely than not that the deferred tax assets will be realized. Our future provision for income taxes will include no tax benefit with respect to losses incurred and no tax expense with respect to income generated in these countries until the respective valuation allowances are eliminated. Accordingly, income taxes are impacted by the U.S. and foreign valuation allowances and the mix of earnings among jurisdictions.

Net income (loss) attributable to Lear in the first quarter of 2009 was ($265) million, or ($3.42) per diluted share, as compared to $78 million, or $1.00 per diluted share, in the first quarter of 2008, for the reasons described above.

Reportable Operating Segments

We have two reportable operating segments: seating, which includes seat systems and the components thereof; and electrical and electronic, which includes electrical distribution systems and electronic products, primarily wire harnesses, junction boxes, terminals and connectors and various electronic control modules, as well as audio sound systems and in-vehicle television and video entertainment systems. The financial information presented below is for our two reportable operating segments and our other category for the periods presented. The other category includes unallocated costs related to corporate headquarters, geographic headquarters and the elimination of intercompany activities, none of which meets the requirements of being classified as an operating segment. Corporate and geographic headquarters costs include various support functions, such as information technology, corporate finance, legal, executive administration and human resources. Financial measures regarding each segment's pretax income (loss) before interest and other expense ("segment earnings") and segment earnings divided by net sales ("margin") are not measures of performance under accounting principles generally accepted in the United States ("GAAP"). Segment earnings and the related margin are used by management to evaluate the performance of our reportable operating segments. Segment earnings should not be considered in isolation or as a substitute for net income (loss) attributable to Lear, net cash provided by (used in) operating activities or other statement of operations or cash flow statement data prepared in accordance with GAAP or as measures of profitability or liquidity. In addition, segment earnings, as we determine it, may not be comparable to related or similarly titled measures reported by other companies. For a reconciliation of consolidated segment earnings to consolidated income (loss) before provision for income taxes, see Note 15, "Segment Reporting," to the condensed consolidated financial statements included in this Report.

Seating

A summary of financial measures for our seating segment is shown below (dollar amounts in millions):

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	Three months ended	
	April 4, 2009	March 29, 2008
Net sales	$1,752.7	$3,036.1
Segment earnings (1)	(75.3)	183.3
Margin	(4.3)%	6.0%

(1) See definition above.

Seating net sales were $1.8 billion in the first quarter of 2009, as compared to $3.0 billion in the first quarter of 2008. Lower industry production volumes in North America and Europe, as well as the impact of net foreign exchange rate fluctuations, negatively impacted net sales by $1.2 billion and $183 million, respectively. Segment earnings, including restructuring costs, and the related margin on net sales were ($75) million and negative 4.3% in the first three months of 2009, as compared to $183 million and 6.0% in the first three months of 2008. The decline in segment earnings was largely due to lower industry production volumes, which negatively impacted segment earnings by $212 million. In addition, in the first quarter of 2009, we incurred costs related to our restructuring actions of $99 million, primarily as a result of costs associated with a facility closure in response to a customer action, as compared to $13 million in 2008. These decreases were partially offset by the benefit of our restructuring and other productivity actions.

Electrical and electronic

A summary of financial measures for our electrical and electronic segment is shown below (dollar amounts in millions):

	Three months ended	
	April 4, 2009	March 29, 2008
Net sales	$415.6	$821.5
Segment earnings (1)	(67.6)	35.3
Margin	(16.3)%	4.3%

(1) See definition above.

Electrical and electronic net sales were $416 million in the first quarter of 2008, as compared to $822 million in the first quarter of 2008. Lower industry production volumes in North America and Europe negatively impacted net sales by $295 million. Segment earnings, including restructuring costs, and the related margin on net sales were ($68) million and negative 16.3% in the first three months of 2009, as compared to $35 million and 4.3% in the first three months of 2008. The decline in segment earnings was largely due to lower industry production volumes, partially offset by the benefit of our restructuring actions. In addition, in the first quarter of 2009, we incurred costs related to our restructuring actions of $15 million, as compared to $10 million in the first quarter of 2008.

Other

A summary of financial measures for our other category, which is not an operating segment, is shown below (dollar amounts in millions):

	Three months ended	
	April 4, 2009	March 29, 2008
Net sales	$ —	$ —
Segment earnings(1)	(45.0)	(55.7)
Margin	N/A	N/A

(1) See definition above.

Our other category includes unallocated corporate and geographic headquarters costs, as well as the elimination of intercompany activity. Corporate and geographic headquarters costs include various support functions, such as information technology, corporate finance, legal, executive administration and human resources. Segment earnings related to our other category were ($45) million in the first three months of 2009, as compared to ($56) million in the first three months of 2008, primarily due to lower compensation-related expenses, partially offset by fees and expenses related to our capital restructuring. We incurred costs related to our restructuring actions of less than $1 million in the first quarters of 2009 and 2008.

RESTRUCTURING

In 2005, we implemented a comprehensive restructuring strategy intended to (i) better align our manufacturing capacity with the changing needs of our customers, (ii) eliminate excess capacity and lower our operating costs and (iii) streamline our organizational structure and reposition our business for improved long-term profitability. In connection with these restructuring actions, we incurred pretax restructuring costs of approximately $351 million and related manufacturing inefficiency charges of approximately $35 million through 2007. In 2008, we continued to restructure our global operations and to aggressively reduce our costs. In connection with our prior restructuring actions and current activities, we recorded restructuring charges of approximately $177 million and related manufacturing inefficiency charges of approximately $17 million in 2008. In light of current industry conditions and recent customer announcements, we continued restructuring actions in the first quarter of 2009 and expect continued restructuring and related investments for the foreseeable future.

Restructuring costs include employee termination benefits, fixed asset impairment charges and contract termination costs, as well as other incremental costs resulting from the restructuring actions. These incremental costs principally include equipment and personnel relocation costs. We also incur incremental manufacturing inefficiency costs at the operating locations impacted by the restructuring actions during the related restructuring implementation period. Restructuring costs are recognized in our consolidated financial statements in accordance with accounting principles generally accepted in the United States. Generally, charges are recorded as elements of the restructuring strategy are finalized. Actual costs recorded in our consolidated financial statements may vary from current estimates.

In the first quarter of 2009, we recorded restructuring and related manufacturing inefficiency charges of $115 million in connection with our prior restructuring actions and current activities. These charges consist of $109 million recorded as cost of sales and $6 million recorded as selling, general and administrative expenses. Cash expenditures related to our restructuring actions totaled $60 million in the first quarter of 2009, including $1 million in capital expenditures. The first quarter 2009 charges consist of employee termination benefits of $44 million, asset impairment charges of $3 million and contract termination costs of $61 million, as well as other related costs of $2 million. We also estimate that we incurred approximately $5 million in manufacturing inefficiency costs during this period as a result of the restructuring. Employee termination benefits were recorded based on existing union and employee contracts, statutory requirements and completed negotiations. Asset impairment charges relate to fixed assets with carrying values of $3 million in excess of related estimated fair values. Contract termination costs include pension and other postretirement benefit curtailment and special termination benefit charges of $57 million and other various costs of $4 million.

LIQUIDITY AND CAPITAL RESOURCES

Our primary liquidity needs are to fund capital expenditures, service indebtedness and support working capital requirements. In addition, approximately 90% of the costs associated with our current restructuring strategy are expected to require cash expenditures. Our principal sources of liquidity are cash flows from operating activities and borrowings under available credit facilities. A substantial portion of our operating income is generated by our subsidiaries. As a result, we are dependent on the earnings and cash flows of and the combination of dividends, royalties and other distributions and advances from our subsidiaries to provide the funds necessary to meet our obligations. There are no significant restrictions on the ability of our subsidiaries to pay dividends or make other distributions to Lear. For further information regarding potential dividends from our non-U.S. subsidiaries, see Note 10, “Income Taxes,” to the consolidated financial statements included in our Annual Report on From 10-K for the year ended December 31, 2008. As discussed below in “— Capitalization — Adequacy of Liquidity Sources,” as a result of the current challenging economic and industry conditions, we anticipate continued negative net cash provided by operating activities after restructuring and capital expenditures. Additionally, as discussed below in “— Capitalization — Primary Credit Facility,” as of December 31, 2008, we were in default under our primary credit facility.

Cash Flows

Cash used in operating activities was $337 million in the first three months of 2009 as compared to cash provided by operating activities of $136 million in the first three months of 2008. The decline primarily reflects lower earnings and the termination of our European accounts receivable factoring facility. The net change in sold accounts receivable resulted in a decrease in operating cash flow between periods of $250 million. This decrease was partially offset by the net change in working capital, which resulted in an increase in operating cash flow between periods of $84 million. In the first three months of 2009, increases in accounts receivable and decreases in accounts payable used cash of $22 million and $132 million, respectively, reflecting the timing of payments received from our customers and made to our suppliers.

Cash used in investing activities was $12 million in the first three months of 2009 and $32 million in the first three months of 2008. The decrease in investing cash outflow was primarily due to a reduction in capital expenditures of $25 million. In addition, in the first quarter of 2008, we received cash of $9 million as settlement of a purchase price contingency related to our acquisition of GHW Grote and Hartmann GmbH in 2004. Capital expenditures in 2009 are estimated at approximately $140 million.

Cash used in financing activities was $14 million in the first three months of 2009 and $17 million in the first three months of 2008. This reduction reflects a decrease in dividend payments to noncontrolling interests and an increase in drafts outstanding, partially offset by the payment of financing fees related to our primary credit facility amendment and waiver in the first quarter of 2009.

Capitalization

In addition to cash provided by operating activities, we utilize a combination of available credit facilities to fund our capital expenditures and working capital requirements. As of April 4, 2009 and March 29, 2008, our outstanding long-term debt balance, including borrowings outstanding under our primary credit facility, was $3.5 billion and $2.4 billion, respectively. For the three months ended April 4, 2009 and March 29, 2008, the weighted average long-term interest rate, including rates under our outstanding and committed credit facility and the effect of hedging activities, was 5.5% and 7.6%, respectively.

We utilize uncommitted lines of credit as needed for our short-term working capital fluctuations. As of April 4, 2009 and March 29, 2008, our outstanding short-term debt balance, excluding borrowings outstanding under our primary credit facility, was $40 million and $14 million, respectively. For the three months ended April 4, 2009 and March 29, 2008, the weighted average short-term interest rate on our unsecured short-term debt balances, excluding rates under our outstanding and committed credit facility, was 9.1% and 5.7%, respectively. The availability of uncommitted lines of credit may be affected by our financial performance, credit ratings and other factors. See "— Off-Balance Sheet Arrangements" and "— Accounts Receivable Factoring."

Primary Credit Facility

Our primary credit facility consists of an amended and restated credit and guarantee agreement, as further amended, which provides for maximum revolving borrowing commitments of $1.3 billion and a term loan facility of $1.0 billion. As of April 4, 2009 and December 31, 2008, we had $1.2 billion and $985 million in borrowings outstanding under the revolving facility and the term loan facility, respectively, with no additional availability. In addition, we had $76 million committed under outstanding letters of credit as of April 4, 2009.

Our primary credit facility contains certain affirmative and negative covenants, including (i) limitations on fundamental changes involving us or our subsidiaries, asset sales and restricted payments, (ii) a limitation on indebtedness with a maturity shorter than the term loan facility, (iii) a limitation on aggregate subsidiary indebtedness to an amount which is no more than 5% of consolidated total assets, (iv) a limitation on aggregate secured indebtedness to an amount which is no more than $100 million and (v) requirements that we maintain a leverage ratio of not more than 3.25 to 1 and an interest coverage ratio of not less than 3.00 to 1. The primary credit facility also contains customary events of default, including an event of default triggered by a change of control of Lear.

During the fourth quarter of 2008, we elected to borrow $1.2 billion under our primary credit facility to protect against possible disruptions in the capital markets and uncertain industry conditions, as well as to further bolster our liquidity position. We elected not to repay the amounts borrowed at year end in light of continued market and industry uncertainty. As a result, as of December 31, 2008, we were no longer in compliance with the leverage ratio covenant contained in our primary credit facility. On March 17, 2009, we entered into an amendment and waiver with the lenders under our primary credit facility which provided, through May 15, 2009, for: (1) a waiver of the existing defaults under our primary credit facility and (2) an amendment of the financial covenants and certain other provisions contained in our primary credit facility. On May 13, 2009, we entered into an amendment and waiver with the lenders under our primary credit facility which, among other things, extends the prior waiver thereunder through the earlier of (i) the date on which we make any payments on our outstanding senior notes and (ii) June 30, 2009. Based upon the foregoing, we have classified our obligations outstanding under the primary credit facility as current liabilities in the condensed consolidated balance sheets as of April 4, 2009 and December 31, 2008, included in this Report.

Our obligations under the primary credit facility are secured by a pledge of all or a portion of the capital stock of certain of our subsidiaries, including substantially all of our first-tier subsidiaries, and are partially secured by a security interest in our assets and the assets of certain of our domestic subsidiaries. In addition, our obligations under the primary credit facility are guaranteed, on a joint and several basis, by certain of our subsidiaries, which are primarily domestic subsidiaries and all of which are directly or indirectly 100% owned by Lear.

For further information related to our primary credit facility described above, including the operating and financial covenants to which we are subject, see "Executive Overview — Liquidity and Financial Condition" and Note 9, "Long-Term Debt," to the consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2008.

Senior Notes

In addition to borrowings outstanding under our primary credit facility, as of April 4, 2009, we had $1.3 billion of senior notes outstanding, consisting primarily of $298 million aggregate principal amount of senior notes due 2013, $589 million aggregate principal amount of senior notes due 2016, $400 million aggregate principal amount of senior notes due 2014 and $1 million accreted value of zero-coupon convertible senior notes due 2022.

Our obligations under the senior notes are guaranteed by the same subsidiaries that guarantee our obligations under the primary credit facility. In the event that any such subsidiary ceases to be a guarantor under the primary credit facility, such subsidiary will be released as a guarantor of the senior notes. Our obligations under the senior notes are not secured by the pledge of the assets or capital stock of any of our subsidiaries.

With the exception of our zero-coupon convertible senior notes, our senior notes contain covenants restricting our ability to incur liens and to enter into sale and leaseback transactions. As of April 4, 2009, we were in compliance with all covenants and other requirements set forth in our senior notes. For further information regarding our obligations under the senior notes, see "Executive Overview — Liquidity and Financial Condition."

The senior notes due 2013 and 2016 (having an aggregate principal amount outstanding of $887 million as of April 4, 2009) provide holders of the notes the right to require us to repurchase all or any part of their notes at a purchase price equal to 101% of the principal amount, plus accrued and unpaid interest, upon a "change of control" (as defined in the indenture governing the notes). The indentures governing our other senior notes do not contain a change of control repurchase obligation.

Scheduled cash interest payments on our senior notes are approximately $88 million in the last nine months of 2009.

For further information related to our senior notes described above, see Note 9, "Long-Term Debt," to the consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2008.

Off-Balance Sheet Arrangements

Guarantees and Commitments

We guarantee certain of the debt of some of our unconsolidated affiliates. The percentages of debt guaranteed of these entities are based on our ownership percentages. As of April 4, 2009, the aggregate amount of debt guaranteed was approximately $6 million.

Accounts Receivable Factoring

Certain of our Asian subsidiaries periodically factor their accounts receivable with financial institutions. Such receivables are factored without recourse to us and are excluded from accounts receivable in the condensed consolidated balance sheets included in this Report. In 2008, certain of our European subsidiaries entered into extended factoring agreements, which provided for aggregate purchases of specified customer accounts receivable of up to €315 million. In January 2009, Standard and Poor's Ratings Services downgraded our corporate credit rating to CCC+ from B-, and as a result, in February 2009, the use of these facilities was suspended. We cannot provide any assurances that these or any other factoring facilities will be available or utilized in the future. There were no factored receivables as of April 4, 2009. As of December 31, 2008, the amount of factored receivables was $144 million.

In April 2009, we elected to participate in the Auto Supplier Support Program established by the UST for the benefit of eligible General Motors' and Chrysler's automotive suppliers. The program was designed to provide eligible suppliers with access to government-backed protection for and/or the accelerated payment of amounts owed to them by General Motors and Chrysler. Under this program, eligible General Motors and Chrysler receivables are purchased from Lear, without recourse and at a discount, by certain special purpose entities affiliated with General Motors and Chrysler, and the payment of such receivables is financed by the U.S. government.

Credit Ratings

The credit ratings below are not recommendations to buy, sell or hold our securities and are subject to revision or withdrawal at any time by the assigning rating organization. Each rating should be evaluated independently of any other rating.

The credit ratings of our senior secured and unsecured debt as of the date of this Report are shown below. For our senior secured debt, the ratings of Standard & Poor's Ratings Services and Moody's Investors Service are five and seven levels below investment grade, respectively. For our senior unsecured debt, the ratings of Standard & Poor's Ratings Services and Moody's Investors Service are eight levels below investment grade.

	Standard & Poor's Ratings Services	Moody's Investors Service
Credit rating of senior secured debt	B	Caa1
Corporate rating	CCC+	Caa2
Credit rating of senior unsecured debt	CCC	Caa2
Ratings outlook	Negative	Negative Watch

Common Stock Repurchase Program

In February 2008, our Board of Directors authorized a common stock repurchase program, which modified our previous common stock repurchase program, approved in November 2007, to permit the repurchase of up to 3,000,000 shares of our outstanding common stock through February 14, 2010. As of April 4, 2009, 2,586,542 shares of common stock were available for repurchase under the common stock repurchase program. In light of extremely adverse industry conditions, repurchases of common stock under the program have been suspended indefinitely.

Adequacy of Liquidity Sources

As of April 4, 2009, we had approximately $1.2 billion of cash and cash equivalents on hand, as compared to approximately $1.6 billion as of December 31, 2008. The decline primarily reflects net cash used in operating activities, including the termination of our European accounts receivable factoring facility, as well as capital expenditures. Our ability to continue to meet our liquidity needs is subject to and will be affected by cash utilized in operations, including restructuring activities, the continued global economic downturn and turmoil in the global credit markets, challenging automotive industry conditions, including reductions in production levels, the financial condition and restructuring actions of our customers and suppliers, our ability to restructure our capital structure and other related factors. Furthermore, as result of the current challenging economic and industry conditions, we anticipate continued net cash used in operating activities after restructuring and capital expenditures. Additionally, as discussed in "— Executive Overview" above, a continued economic downturn, reductions in production levels and the outcome of discussions with respect to the restructuring of our capital structure could negatively impact our financial condition. Furthermore, our future financial results will be affected by cash utilized in operations, including restructuring activities, and will also be subject to certain factors outside of our control, including those described above in this paragraph. No assurances can be given regarding the length or severity of the economic downturn and its ultimate impact on our financial results or our ability to restructure our capital structure. See "— Executive Overview" above, including "— Executive Overview — Liquidity and Financial Condition," "— Forward-Looking Statements" below and Item 1A, "Risk Factors," in our Annual Report on Form 10-K for the year ended December 31, 2008, as supplemented below in Part II — Item 1A, "Risk Factors," in this Report, for further discussion of the risks and uncertainties affecting our cash flows from operations, borrowing availability and overall liquidity.

Market Rate Sensitivity

In the normal course of business, we are exposed to market risk associated with fluctuations in foreign exchange rates and interest rates. We manage these risks through the use of derivative financial instruments in accordance with management's guidelines. We enter into all hedging transactions for periods consistent with the underlying exposures. We do not enter into derivative instruments for trading purposes.

Foreign Exchange

Operating results may be impacted by our buying, selling and financing in currencies other than the functional currency of our operating companies ("transactional exposure"). We mitigate this risk by entering into forward foreign exchange, futures and option contracts. The foreign exchange contracts are executed with banks that we believe are creditworthy. Gains and losses related to foreign exchange contracts are deferred where appropriate and included in the measurement of the foreign currency transaction subject to the hedge. Gains and losses incurred related to foreign exchange contracts are generally offset by the direct effects of currency movements on the underlying transactions.

Our most significant foreign currency transactional exposures relate to the Mexican peso and various European currencies. We have performed a quantitative analysis of our overall currency rate exposure as of April 4, 2009. The potential adverse earnings impact related to net transactional exposures from a hypothetical 10% strengthening of the U.S. dollar relative to all other currencies for a twelve-month period is approximately $7 million. The potential adverse earnings impact related to net transactional exposures from a similar strengthening of the Euro relative to all other currencies for a twelve-month period is less than $1 million.

As of April 4, 2009, foreign exchange contracts representing $294 million of notional amount were outstanding with maturities of less than twelve months. As of April 4, 2009, the fair value of these contracts was approximately negative $28 million. As of April 4, 2009, the contract, or settlement, value of outstanding foreign exchange contracts was approximately negative $37 million. A 10%

change in the value of the U.S. dollar relative to all other currencies would result in a $22 million change in the aggregate fair value of these contracts. A 10% change in the value of the Euro relative to all other currencies would result in a $13 million change in the aggregate fair value of these contracts.

There are certain shortcomings inherent in the sensitivity analysis presented. The analysis assumes that all currencies would uniformly strengthen or weaken relative to the U.S. dollar or Euro. In reality, some currencies may strengthen while others may weaken, causing the earnings impact to increase or decrease depending on the currency and the direction of the rate movement.

In addition to the transactional exposure described above, our operating results are impacted by the translation of our foreign operating income into U.S. dollars ("translation exposure"). In 2008, net sales outside of the United States accounted for 79% of our consolidated net sales, although certain non-U.S. sales are U.S. dollar denominated. We do not enter into foreign exchange contracts to mitigate this exposure.

Interest Rates

Our exposure to variable interest rates on outstanding variable rate debt instruments indexed to United States or European Monetary Union short-term money market rates is partially managed by the use of interest rate swap and other derivative contracts. These contracts convert certain variable rate debt obligations to fixed rate, matching effective and maturity dates to specific debt instruments. From time to time, we also utilize interest rate swap and other derivative contracts to convert certain fixed rate debt obligations to variable rate, matching effective and maturity dates to specific debt instruments. All of our interest rate swap and other derivative contracts are executed with banks that we believe are creditworthy and are denominated in currencies that match the underlying debt instrument. Net interest payments or receipts from interest rate swap and other derivative contracts are included as adjustments to interest expense in our consolidated statements of operations on an accrual basis.

We have performed a quantitative analysis of our overall interest rate exposure as of April 4, 2009. This analysis assumes an instantaneous 100 basis point parallel shift in interest rates at all points of the yield curve. The potential adverse earnings impact from this hypothetical increase for a twelve-month period is approximately $9 million.

As of April 4, 2009, interest rate swap and other derivative contracts representing $265 million of notional amount were outstanding with maturity dates through September 2011. All of these contracts are designated as cash flow hedges and modify the variable rate characteristics of our variable rate debt instruments. The fair value of all outstanding interest rate swap and other derivative contracts is subject to changes in value due to changes in interest rates. As of April 4, 2009, the fair value of these contracts was approximately negative $7 million. As of April 4, 2009, the contract, or settlement, value of outstanding interest rate contracts was approximately negative $14 million. In February 2009, we elected to settle certain of our outstanding interest rate contracts representing $435 million of notional amount with a payment of $21 million. A 100 basis point parallel shift in interest rates would result in an $8 million change in the aggregate fair value of these contracts.

Commodity Prices

We have commodity price risk with respect to purchases of certain raw materials, including steel, leather, resins, chemicals, copper and diesel fuel. Raw material, energy and commodity costs have been extremely volatile over the past several years and were significantly higher throughout much of 2008. In limited circumstances, we have used financial instruments to mitigate this risk.

We have developed and implemented strategies to mitigate or partially offset the impact of higher raw material, energy and commodity costs, which include cost reduction actions, such as the selective in-sourcing of components, the continued consolidation of our supply base, longer-term purchase commitments and the selective expansion of low-cost country sourcing and engineering, as well as value engineering and product benchmarking. However, due to significantly lower production volumes combined with increased raw material, energy and commodity costs, these strategies, together with commercial negotiations with our customers and suppliers, typically offset only a portion of the adverse impact. In addition, higher crude oil prices indirectly impact our operating results by adversely affecting demand for certain of our key light truck and large SUV platforms. Although raw material, energy and commodity costs have recently moderated, these costs remain volatile and could have an adverse impact on our operating results in the foreseeable future. See "— Forward-Looking Statements" below and Item 1A, "Risk Factors — High raw material costs could continue to have a significant adverse impact on our profitability," in our Annual Report on Form 10-K for the year ended December 31, 2008, as supplemented below in Part II — Item 1A, "Risk Factors," in this Report.

We use derivative instruments to reduce our exposure to fluctuations in certain commodity prices, including copper and natural gas. Commodity swap contracts are executed with banks that we believe are creditworthy. A portion of our derivative instruments are currently designated as cash flow hedges. As of April 4, 2009, there were no commodity swap contracts outstanding.

OTHER MATTERS

Legal and Environmental Matters

We are involved from time to time in various legal proceedings and claims, including, without limitation, commercial and contractual disputes, product liability claims and environmental and other matters. As of April 4, 2009, we had recorded reserves for pending legal disputes, including commercial disputes and other matters, of $62 million. In addition, as of April 4, 2009, we had recorded reserves for product liability claims and environmental matters of $23 million and $3 million, respectively. Although these reserves were determined in accordance with Statement of Financial Accounting Standards ("SFAS") No. 5, "Accounting for Contingencies," the ultimate outcomes of these matters are inherently uncertain, and actual results may differ significantly from current estimates. For a description of risks related to various legal proceedings and claims, see Item 1A, "Risk Factors," in our Annual Report on Form 10-K for the year ended December 31, 2008. For a more complete description of our outstanding material legal proceedings, see Note 14, "Legal and Other Contingencies," to the condensed consolidated financial statements included in this Report.

Significant Accounting Policies and Critical Accounting Estimates

Certain of our accounting policies require management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions are based on our historical experience, the terms of existing contracts, our evaluation of trends in the industry, information provided by our customers and suppliers and information available from other outside sources, as appropriate. However, they are subject to an inherent degree of uncertainty. As a result, actual results in these areas may differ significantly from our estimates. For a discussion of our significant accounting policies and critical accounting estimates, see Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations — Significant Accounting Policies and Critical Accounting Estimates," and Note 2, "Summary of Significant Accounting Policies," to the consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2008. There have been no significant changes in our significant accounting policies or critical accounting estimates during the first three months of 2009.

Goodwill and Long-Lived Assets

We monitor our goodwill and long-lived assets for impairment indicators on an ongoing basis. We perform our annual goodwill impairment analysis, as required by SFAS No. 142, "Goodwill and Other Intangible Assets," on the first business day of the fourth quarter. As of April 4, 2009, we do not believe that there were any indicators that would have resulted in goodwill or additional long-lived asset impairment charges. We will, however, continue to assess the impact of any significant industry events and long-term automotive production estimates on our recorded goodwill and the realization of our long-lived assets. A prolonged decline in automotive production levels or other significant industry events could result in goodwill and long-lived asset impairment charges.

Recently Issued Accounting Pronouncements

Financial Instruments and Fair Value Measurements

The Financial Accounting Standards Board ("FASB") issued SFAS No. 157, "Fair Value Measurements." This statement defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. We adopted the provisions of SFAS No. 157 for our financial assets and liabilities and certain of our nonfinancial assets and liabilities that are measured and/or disclosed at fair value on a recurring basis as of January 1, 2008. We adopted the provisions of SFAS No. 157 for other nonfinancial assets and liabilities that are measured and/or disclosed at fair value on a nonrecurring basis as of January 1, 2009. The effects of adoption were not significant. For further information, see Note 16, "Financial Instruments," to the condensed consolidated financial statements included in this Report.

The FASB issued FASB Staff Position ("FSP") No. 157-4, "Determining Fair Value When the Volume and Level of Activity for the Asset or Liability Have Significantly Decreased and Identifying Transactions That Are Not Orderly." This FSP amends SFAS No. 157 to provide additional guidance on disclosure requirements and estimating fair value when the volume and level of activity for the asset or liability have significantly decreased in relation to normal market activity. This FSP requires interim disclosure of the inputs and valuation techniques used to measure fair value. The provisions of this FSP are effective for interim and annual reporting periods ending after June 15, 2009. We are currently evaluating the provisions of this FSP.

The FASB issued FSP No. 107-1 and APB 28-1, "Interim Disclosures about Fair Value of Financial Instruments." This FSP extends the disclosure requirements of SFAS No. 107, "Disclosures about Fair Value of Financial Instruments," to interim reporting periods. The provisions of this FSP are effective for interim and annual reporting periods ending after June 15, 2009. With the exception of additional disclosures, we do not expect the effects of adoption to be significant.

Noncontrolling Interests

On January 1, 2009, we adopted SFAS No. 160, “Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51.” SFAS No. 160 requires the reporting of all noncontrolling interests as a separate component of equity (deficit), the reporting of consolidated net income as the amount attributable to both Lear and noncontrolling interests and the separate disclosure of net income attributable to Lear and net income attributable to noncontrolling interests. In addition, this statement provides accounting and reporting guidance related to changes in noncontrolling ownership interests.

The reporting and disclosure requirements discussed above are required to be applied retrospectively. As such, all prior periods have been restated to conform to the presentation and reporting requirements of SFAS No. 160. In the condensed consolidated balance sheet as of December 31, 2008, included in this Report, $49 million of noncontrolling interests were reclassified from other long-term liabilities to equity (deficit). In the condensed consolidated statement of operations for the three months ended March 29, 2008, included in this Report, $4 million of net income attributable to noncontrolling interests was reclassified from other expense, net. In the condensed consolidated statement of cash flows for the three months ended March 29, 2008, included in this Report, $10 million of dividends paid to noncontrolling interests were reclassified from cash flows from operating activities to cash flows from financing activities.

Derivative Instruments and Hedging Activities

On January 1, 2009, we adopted the provisions of SFAS No. 161, “Disclosures about Derivative Instruments and Hedging Activities — an amendment of FASB Statement No. 133.” SFAS No. 161 requires enhanced disclosures regarding (a) how and why an entity uses derivative instruments, (b) how derivative instruments and related hedged items are accounted for under SFAS No. 133, “Accounting for Derivative Instruments and Hedging Activities,” and its related interpretations and (c) how derivative instruments and related hedged items affect an entity’s financial position, performance and cash flows. The provisions of this statement were effective for the fiscal year and interim periods beginning after November 15, 2008. With the exception of additional disclosures, the effects of adoption were not significant. For further information, see Note 16, “Financial Instruments,” to the condensed consolidated financial statements included in this Report.

Forward-Looking Statements

The Private Securities Litigation Reform Act of 1995 provides a safe harbor for forward-looking statements made by us or on our behalf. The words "will," "may," "designed to," "outlook," "believes," "should," "anticipates," "plans," "expects," "intends," "estimates" and similar expressions identify these forward-looking statements. All statements contained or incorporated in this Report which address operating performance, events or developments that we expect or anticipate may occur in the future, including statements related to business opportunities, awarded sales contracts, sales backlog and ongoing commercial arrangements, or statements expressing views about future operating results, are forward-looking statements. Important factors, risks and uncertainties that may cause actual results to differ from those expressed in our forward-looking statements include, but are not limited to:

- general economic conditions in the markets in which we operate, including changes in interest rates or currency exchange rates;
- the financial condition and restructuring actions of our customers and suppliers;
- changes in actual industry vehicle production levels from our current estimates;
- fluctuations in the production of vehicles for which we are a supplier;
- the loss of business with respect to, or the lack of commercial success of, a vehicle model for which we are a significant supplier, including further declines in sales of full-size pickup trucks and large sport utility vehicles;
- disruptions in the relationships with our suppliers;
- labor disputes involving us or our significant customers or suppliers or that otherwise affect us;
- our ability to achieve cost reductions that offset or exceed customer-mandated selling price reductions;
- the outcome of customer negotiations;
- the impact and timing of program launch costs;
- the costs, timing and success of restructuring actions;
- increases in our warranty or product liability costs;
- risks associated with conducting business in foreign countries;
- competitive conditions impacting our key customers and suppliers;
- the cost and availability of raw materials and energy;
- our ability to mitigate increases in raw material, energy and commodity costs;
- the outcome of legal or regulatory proceedings to which we are or may become a party;
- unanticipated changes in cash flow, including our ability to align our vendor payment terms with those of our customers;
- our ability to access capital markets on commercially reasonable terms;
- further impairment charges initiated by adverse industry or market developments;
- our ability to restructure our outstanding debt;
- the possibility that we may be forced to seek protection under the U.S. Bankruptcy Code; and
- other risks, described in Item 1A, "Risk Factors," in our Annual Report on Form 10-K for the year ended December 31, 2008, as supplemented below in Part II — Item 1A, "Risk Factors," in this Report, and from time to time in our other Securities and Exchange Commission filings.

The forward-looking statements in this Report are made as of the date hereof, and we do not assume any obligation to update, amend or clarify them to reflect events, new information or circumstances occurring after the date hereof.

LEAR CORPORATION

ITEM 4 — CONTROLS AND PROCEDURES

(a) Disclosure Controls and Procedures

The Company has evaluated, under the supervision and with the participation of the Company's management, including the Company's Chairman, Chief Executive Officer and President along with the Company's Senior Vice President and Chief Financial Officer, the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this Report. The Company's disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. Based on the evaluation described above, the Company's Chairman, Chief Executive Officer and President along with the Company's Senior Vice President and Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective to provide reasonable assurance that the desired control objectives were achieved as of the end of the period covered by this Report.

(b) Changes in Internal Controls over Financial Reporting

There was no change in the Company's internal control over financial reporting that occurred during the fiscal quarter ended April 4, 2009, that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1 — LEGAL PROCEEDINGS

We are involved from time to time in various legal proceedings and claims, including, without limitation, commercial and contractual disputes, product liability claims and environmental and other matters. In particular, we are involved in the outstanding material legal proceedings described in Note 14, "Legal and Other Contingencies," to the condensed consolidated financial statements included in this Report. In addition, see Item 1A, "Risk Factors," in our Annual Report on Form 10-K for the year ended December 31, 2008, for a description of risks relating to various legal proceedings and claims.

ITEM 1A — RISK FACTORS

There have been no material changes from the risk factors as previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2008, except to update certain of those risk factors as follows:

- ***A decline in the production levels of our major customers could reduce our sales and harm our profitability.***

  Demand for our products is directly related to the automotive vehicle production of our major customers. Automotive sales and production can be affected by general economic or industry conditions, labor relations issues, fuel prices, regulatory requirements, trade agreements and other factors. Automotive industry conditions in North America and Europe have been and continue to be extremely challenging. In North America, the industry is characterized by significant overcapacity, fierce competition and rapidly declining sales. In Europe, the market structure is more fragmented with significant overcapacity and declining sales. Our business in 2008 was severely affected by the turmoil in the global credit markets, significant reductions in new housing construction, volatile fuel prices and recessionary trends in the U.S. and global economies. These conditions had a dramatic impact on consumer vehicle demand in 2008, resulting in the lowest per capita sales rates in the United States in half a century and lower global automotive production following six years of steady growth. During the first quarter of 2009, North American production levels declined by approximately 51%, and European production levels declined by approximately 40% from the comparable period in 2008.

  General Motors and Ford, our two largest customers, together accounted for approximately 37% of our net sales in 2008, excluding net sales to Saab and Volvo, which are affiliates of General Motors and Ford. We expect that these customers will continue to account for significant percentages of our net sales in 2009. Automotive production by General Motors and Ford has declined substantially between 2000 and 2009. The automotive operations of General Motors, Ford and Chrysler have experienced significant operating losses, and these automakers are continuing to restructure their North American operations, which could have a material adverse impact on our future operating results. In April 2009, General Motors announced an extended production shutdown during the second quarter in North America. In addition, on April 30, 2009, Chrysler filed for bankruptcy protection under Chapter 11 of the U.S. Bankruptcy Code ("Chapter 11") and announced that it will temporarily idle most of its plants until the bankruptcy process is complete. These actions by General Motors and Chrysler will significantly reduce production volumes in the second quarter of 2009.

While we have been aggressively seeking to expand our business in the Asian market and with Asian automotive manufacturers worldwide to offset these declines, no assurances can be given as to how successful we will be in doing so. As a result, lower production levels by our major customers, particularly with respect to models for which we are a significant supplier, could materially reduce our sales and harm our profitability, thereby making it more difficult for us to make payments under our indebtedness or resulting in a decline in the value of our common stock.

- ***The financial distress of our major customers and within the supply base could significantly affect our operating performance.***

During 2008, General Motors and Ford continued to significantly lower production levels on several of our key platforms, particularly SUVs and light truck platforms, in response to market demand. Lower production levels are expected to continue during 2009. In addition, these customers have experienced declining market shares in North America over the past several years and are continuing to restructure their North American operations in an effort to improve profitability. The domestic automotive manufacturers are also burdened with substantial structural costs, such as pension and healthcare costs, that have impacted their profitability and labor relations. Most other global automotive manufacturers are also experiencing lower demand and operating losses. In this environment, it is difficult to forecast future customer production schedules, the potential for labor disputes and the success or sustainability of any of the strategies undertaken by our major customers in response to the current industry environment. This environment has also resulted in additional pricing pressure on automotive suppliers, like us, to reduce the cost of our products, which would reduce our margins. In addition, cuts in production schedules are sometimes announced by our customers with little advance notice, making it difficult for us to respond with corresponding cost reductions.

The automotive operations of both General Motors and Ford experienced significant operating losses in 2008, and both automakers are continuing to restructure their North American operations, which could have a material impact on our future operating results. Furthermore, General Motors has indicated that there is substantial doubt about its ability to continue as a going concern. It is developing a revised viability plan which must be certified by the U.S. government by June 1, 2009, and bankruptcy remains a possibility. On April 30, 2009, Chrysler filed for bankruptcy protection under Chapter 11, as part of a U.S. government supported plan of reorganization. Both General Motors and Chrysler have received billions of dollars in loans from the U.S. government and have sought financial support from governments outside of the United States. Notwithstanding government financial support provided to the automotive industry, the financial prospects of the major domestic automakers remain highly uncertain.

Our supply base has also been adversely affected by industry conditions. Lower production levels globally and increases in raw material, energy and commodity costs during 2008 have resulted in severe financial distress among many companies within the automotive supply base. Several large automotive suppliers have filed for bankruptcy protection or ceased operations. Unfavorable industry conditions have also resulted in financial distress within our supply base and an increase in commercial disputes and the risk of supply disruption. In addition, the adverse industry environment has required us to provide financial support to distressed suppliers and to take other measures to ensure uninterrupted production. While we have developed and implemented strategies to mitigate these factors, we have offset only a portion of the adverse impact. The continuation or worsening of these industry conditions would adversely affect our profitability, operating results and cash flow.

Given industry conditions, the financial prospects of many companies within the supply base remain highly uncertain. North American automotive suppliers, represented by two trade groups, have requested financial support from the U.S. government. In response to industry conditions, we elected to participate in the Auto Supplier Support Program established by the U.S. Department of the Treasury, under which eligible General Motors and Chrysler receivables owed to Lear are purchased, without recourse and at a discount, by certain special purpose entities affiliated with General Motors and Chrysler, and the payment of such receivables is financed by the U.S. government. It is uncertain as to the long-term impact of the Auto Supplier Support Program, whether any additional government support will be made available directly to automotive suppliers and whether any such support will be made available on commercially acceptable terms.

LEAR CORPORATION

ITEM 6 — EXHIBITS

The exhibits listed on the “Index to Exhibits” on page 47 are filed with this Form 10-Q or incorporated by reference as set forth below.

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LEAR CORPORATION

SIGNATURES

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

LEAR CORPORATION

Dated: May 14, 2009

By: /s/ Robert E. Rossiter
Robert E. Rossiter
Chairman, Chief Executive Officer and President

By: /s/ Matthew J. Simoncini
Matthew J. Simoncini
Senior Vice President and Chief Financial Officer

LEAR CORPORATION

Index to Exhibits

Exhibit Number	Exhibit
** 10.1	Second Amendment and Waiver, dated as of March 17, 2009, to the Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006, as amended, among Lear, certain subsidiaries of Lear, the several lenders from time to time parties thereto, the several agents parties thereto and JPMorgan Chase Bank, N.A., as general administrative agent.
**10.2	Third Amendment and Waiver, dated as of May 13, 2009, to the Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006, as amended, among Lear, certain subsidiaries of Lear, the several lenders from time to time parties thereto, the several agents parties thereto and JPMorgan Chase Bank, N.A., as general administrative agent.
** 10.3*	Lear Corporation Outside Directors Compensation Plan, as amended and restated through First Amendment, dated March 24, 2009.
** 31.1	Rule 13a-14(a)/15d-14(a) Certification of Principal Executive Officer.
** 31.2	Rule 13a-14(a)/15d-14(a) Certification of Principal Financial Officer.
** 32.1	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
** 32.2	Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Compensatory plan or arrangement.

** Filed herewith.

SECOND AMENDMENT AND WAIVER

SECOND AMENDMENT AND WAIVER, dated as of March 17, 2009 (this "Amendment"), to the Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006 (as amended prior to the date hereof, the "Credit Agreement"), among LEAR CORPORATION, a Delaware corporation (the "U.S. Borrower"), certain Subsidiaries of LEAR CORPORATION, the several lenders from time to time parties thereto (the "Lenders"), the several agents parties thereto and JPMORGAN CHASE BANK, N.A., as general administrative agent (the "General Administrative Agent").

W I T N E S S E T H:

WHEREAS, the U.S. Borrower has requested, and the Majority Lenders and the General Administrative Agent have agreed, upon the terms and subject to the conditions set forth herein, that certain Events of Default will be waived and certain covenants will be amended for a certain period of time as set forth herein;

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2. Waivers. (a) Until 5:00 p.m. (New York time) on May 15, 2009 (the "Termination Date"), the undersigned Lenders hereby waive any Default or Event of Default under paragraph (c) of Section 15 of the Credit Agreement which resulted from the U.S. Borrower's permitting the Leverage Ratio at the last day of the four consecutive fiscal quarters of the U.S. Borrower ending with Q4 2008 to exceed the amount specified in subsection 13.1(b) of the Credit Agreement.

(b) Until the Termination Date, the undersigned Lenders hereby waive any Default or Event of Default under paragraph (e) of Section 15 of the Credit Agreement if such Default or Event of Default arises out of the existence of a "going concern" or like qualification or exception in the auditor's report accompanying the financial statements delivered pursuant to subsection 12.1(a) of the Credit Agreement for the fiscal year ending December 31, 2008.

(c) The waivers provided in this Section 2 shall terminate without any further act being required on the Termination Date.

SECTION 3. Amendments. (a) Until the Termination Date, subsection 13.1 of the Credit Agreement is hereby amended by adding the following new paragraph at the end thereof:

> "Notwithstanding the foregoing or any other provision hereof, the U.S. Borrower shall not be subject to (x) the Interest Coverage Ratio covenant for the four consecutive fiscal quarters of the U.S. Borrower ending with Q1 2009 specified in subsection (a) above or (y) the Leverage Ratio covenant at the last day of the four consecutive fiscal quarters of the U.S. Borrower ending with Q1 2009 specified in subsection (b) above."

(b) Until the Termination Date, clause (i) of Section 15 of the Credit Agreement is hereby amended by (i) adding an "(x)" at the beginning thereof, (ii) deleting the "," at the end of clause

(iv) thereof and substituting in lieu thereof the word "or" and (iii) deleting clause (vi) thereof and substituting in lieu thereof the following:

"(y) the Board of Directors of the U.S. Borrower shall authorize any of the foregoing;"

(c) The amendments provided in this Section 3 shall terminate without any further act being required on the Termination Date.

SECTION 4. Conditions to Effectiveness of Amendment. This Amendment shall become effective on the date (the "Amendment Effective Date") on which the General Administrative Agent shall have received a counterpart of this Amendment, executed and delivered by a duly authorized officer of the U.S. Borrower, the other Borrowers and the Majority Lenders.

SECTION 5. Fees. The U.S. Borrower shall pay to the General Administrative Agent, on the Amendment Effective Date if this Amendment becomes effective prior to 2:00 p.m., New York City time, and on the Business Day following the Amendment Effective Date if this Amendment becomes effective after 2:00 p.m., New York City time, (a) for distribution to each Lender which has delivered an executed copy of this Amendment to the General Administrative Agent on or prior to the consent deadline for this Amendment, an amendment fee equal to 0.25% of such Lender's U.S. Revolving Credit Commitments and outstanding Term Loans, as applicable, and (b) fees payable for the account of the General Administrative Agent in connection with this Amendment pursuant to written agreement between the General Administrative Agent and the U.S. Borrower.

SECTION 6. Effect on the Loan Documents. (a) Except as specifically amended or waived herein, all Loan Documents shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Each Borrower hereby agrees, with respect to each Loan Document to which it is a party, that: (i) all of its obligations, liabilities and indebtedness under such Loan Document shall remain in full force and effect on a continuous basis after giving effect to this Amendment and (ii) all of the Liens and security interests created and arising under such Loan Document shall remain in full force and effect on a continuous basis, and the perfected status and priority of each such Lien and security interest continues in full force and effect on a continuous basis, unimpaired, uninterrupted and undischarged, after giving effect to this Amendment, as collateral security for its obligations, liabilities and indebtedness under the Credit Agreement.

(b) Except as specifically provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or the General Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

(c) Each Borrower and the other parties hereto acknowledge and agree that this Amendment shall constitute a Loan Document.

SECTION 7. Expenses. The U.S. Borrower agrees to pay or reimburse the General Administrative Agent for all of its reasonable out-of-pocket costs and expenses incurred in connection with this Amendment and any other documents prepared in connection herewith, including, without limitation, the reasonable fees and disbursements of counsel to the General Administrative Agent.

SECTION 8. Representations and Warranties. The U.S. Borrower hereby represents and warrants that on the date hereof (a) each of the representations and warranties made by each of the Loan Parties in or pursuant to the Loan Documents shall be, after giving effect to this Amendment, true and correct in all material respects as if made on and as of the Amendment Effective Date after giving effect to this Amendment (except that any representation or warranty which by its terms is made as of a specified date shall be true and correct in all material respects as of such specified date) and (b) after giving effect to this Amendment, no Event of Default shall have occurred and be continuing.

SECTION 9. GOVERNING LAW; WAIVER OF JURY TRIAL. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SUBSECTION 17.13 OF THE CREDIT AGREEMENT AS IF SUCH SUBSECTION WERE SET FORTH IN FULL HEREIN.

SECTION 10. Execution in Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank.]

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

LEAR CORPORATION

By: /s/ Shari L. Burgess
Name: Shari L. Burgess
Title: V. P. & Treasurer

LEAR CANADA

By: /s/ Richard Van Heukelom
Name: Richard Van Heukelom
Title: V.P. Human Resources, Lear Corporation
Member of Management Committee, Lear Canada

LEAR CORPORATION SWEDEN AB

By: /s/ Martin Henningson
Name: Martin Henningson
Title: Board Director

By: /s/ Robert C. Hooper
Name: Robert C. Hooper
Title: Board Director

LEAR FINANCIAL SERVICES (NETHERLANDS) B.V.

By: /s/ Martin Henningson
Name: Martin Henningson
Title: Director

LEAR CORPORATION (UK) LIMITED

By: /s/ Martin Henningson
Name: Martin Henningson
Title: Director

LEAR CORPORATION MEXICO, S. DE R.L. DE C.V.

By: /s/ James M. Brackenbury
Name: James M. Brackenbury
Title: President

JPMORGAN CHASE BANK, N.A., as General Administrative Agent and as a Lender

By: /s/ RICHARD W. DUKER
Name: RICHARD W. DUKER
Title: MANAGING DIRECTOR

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Del Mar CLO I, Ltd.
By: Caywood-Scholl Capital Management, LLC
As Collateral Manager

By: /s/ James Pott
Name: James Pott
Title: Director of Research

FIRST 2004-I CLO, LTD.
By: TCW Asset Management Company,
its Collateral Manager

By: /s/ STEPHEN SUO
STEPHEN SUO
SENIOR VICE PRESIDENT

By: /s/ JOSHUA GRUMER
JOSHUA GRUMER
VICE PRESIDENT

FIRST 2004-II CLO, LTD.
By: TCW Asset Management Company,
its Collateral Manager

By: /s/ STEPHEN SUO
STEPHEN SUO
SENIOR VICE PRESIDENT

By: /s/ JOSHUA GRUMER
JOSHUA GRUMER
VICE PRESIDENT

MAC CAPITAL, LTD.
By: TCW Asset Management Company as its
Portfolio Manager

By: /s/ STEPHEN SUO
STEPHEN SUO
SENIOR VICE PRESIDENT

By: /s/ JOSHUA GRUMER
JOSHUA GRUMER
VICE PRESIDENT

MOMENTUM CAPITAL FUND LTD.
By: TCW Asset Management Company as its
Portfolio Manager

By: /s/ STEPHEN SUO
STEPHEN SUO
SENIOR VICE PRESIDENT

By: /s/ JOSHUA GRUMER
JOSHUA GRUMER
VICE PRESIDENT

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

LOAN FUNDING I LLC,
a wholly owned subsidiary of Citibank, N.A.

By: TCW Asset Management Company,
as portfolio manager of
Loan Funding I LLC

By: /s/ STEPHEN SUO
STEPHEN SUO
SENIOR VICE PRESIDENT

By: /s/ JOSHUA GRUMER
JOSHUA GRUMER
VICE PRESIDENT

TCW SELECT LOAN FUND, LIMITED
By: TCW Asset Management Company,
as its Collateral Manager

By: /s/ STEPHEN SUO
STEPHEN SUO
SENIOR VICE PRESIDENT

By: /s/ JOSHUA GRUMER
JOSHUA GRUMER
VICE PRESIDENT

TCW Senior Secured Loan Fund, LP
By: TCW Asset Management Company, as its
Investment Advisor

By: /s/ STEPHEN SUO
STEPHEN SUO
SENIOR VICE PRESIDENT

By: /s/ JOSHUA GRUMER
JOSHUA GRUMER
VICE PRESIDENT

TCW Senior Secured Floating Rate Loan Fund, L.P.
By: TCW Asset Management Company as its Investment

By: /s/ STEPHEN SUO
STEPHEN SUO
SENIOR VICE PRESIDENT

By: /s/ JOSHUA GRUMER
JOSHUA GRUMER
VICE PRESIDENT

VELOCITY CLO LIMITED
By: TCW Asset Management Company,
as Collateral Manager

By: /s/ STEPHEN SUO
STEPHEN SUO
SENIOR VICE PRESIDENT

By: /s/ JOSHUA GRUMER
JOSHUA GRUMER
VICE PRESIDENT

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

VITESSE CLO LTD.
By: TCW Asset Management Company as its Portfolio Manager

By: /s/ STEPHEN SUO
STEPHEN SUO
SENIOR VICE PRESIDENT

By: /s/ JOSHUA GRUMER
JOSHUA GRUMER
VICE PRESIDENT

BNP Paribas

By: /s/ Nader Tannous
Name: Nader Tannous
Title: Vice President

By: /s/ Michael Pearae
Name: Michael Pearae
Title: Director

Bank of America, N.A.

By: /s/ Chas McDonell
Name: Chas McDonell
Title: SVP

HillMark Funding Ltd.
By: HillMark Capital Management, L.P.,
as Collateral Manager

(Name of Lender)

By: /s/ Mark Gold
Name: Mark Gold
Title: Managing Partner, C.E.O. and C.I.O.

GENESIS CLO 2007-2 LTD.
By LLCP Advisors, LLC as Collateral Manager

(Name of Lender)

By: /s/ Steve Hogan
Name: Steve Hogan
Title: CFO

Dryden XVI - Leveraged Loan CDO 2006

By: /s/ George Edwards
Name: George Edwards
Title: Prudential Investment Management, Inc., as Collateral Manager

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Dryden XVIII Leveraged Loan 2007 Ltd.

By: /s/ George Edwards
Name: George Edwards
Title: Prudential Investment Management, Inc., as Collateral Manager

Dryden XXI Leveraged Loan CDO LLC

By: /s/ George Edwards
Name: George Edwards
Title: Prudential Investment Management, Inc., as Collateral Manager

Dryden V - Leveraged Loan CDO 2003

By: /s/ George Edwards
Name: George Edwards
Title: Prudential Investment Management, Inc., as Collateral Manager

Loan Funding V, LLC, for itself or as agent for
Corporate Loan Funding V LLC

By: /s/ George Edwards
Name: George Edwards
Title: Prudential Investment Management, Inc., as Portfolio Manager

Dryden VII - Leveraged Loan CDO 2004

By: /s/ George Edwards
Name: George Edwards
Title: Prudential Investment Management, Inc., as Collateral Manager

Dryden VIII - Leveraged Loan CDO 2005

By: /s/ George Edwards
Name: George Edwards
Title: Prudential Investment Management, Inc., as Collateral Manager

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Dryden IX - Senior Loan Fund 2005 p.l.c.

By: /s/ George Edwards
Name: George Edwards
Title: Prudential Investment Management, Inc., as Collateral Manager

EMERALD ORCHARD LIMITED
(Name of Lender)

By: /s/ LIZA RAHNAT
Name: LIZA RAHNAT
Title: AUTHORIZED SIGNATORY

BAYERISCHE HYPO- UND VEREINSBANK AG, NEW YORK BRANCH

By: /s/ Ken Hamilton
Name: Ken Hamilton
Title: Director

By: /s/ Richard Cordover
Name: Richard Cordover
Title: Director

GULF STREAM-COMPASS CLO 2005-II LTD
By: Gulf Stream Asset Management LLC
As Collateral Manager

GULF STREAM-SEXTANT CLO 2006-I LTD
By: Gulf Stream Asset Management LLC
As Collateral Manager

GULF STREAM-RASHINBAN CLO 2006-I LTD
By: Gulf Stream Asset Management LLC
As Collateral Manager
(Sumitomo Deal)

By: /s/ Mark D. Abrahm
Name: Mark D. Abrahm
Title: Head Trader

MORGAN STANLEY SENIOR FUNDING, INC.
(Name of Lender)

By: /s/ John Rogusa
Name: John Rogusa
Title: Authorized Signatory

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KINGSLAND I, LTD.
By: Kingsland Capital Management, LLC
as Manager

By: /s/ Robert Perry
Name: Robert Perry
Title: Authorized Signatory

KINGSLAND II, LTD.
By: Kingsland Capital Management, LLC
as Manager

By: /s/ Robert Perry
Name: Robert Perry
Title: Authorized Signatory

KINGSLAND III, LTD.
By: Kingsland Capital Management, LLC
as Manager

By: /s/ Robert Perry
Name: Robert Perry
Title: Authorized Signatory

KINGSLAND IV, LTD.
By: Kingsland Capital Management, LLC
as Manager

By: /s/ Robert Perry
Name: Robert Perry
Title: Authorized Signatory

KINGSLAND V, LTD.
By: Kingsland Capital Management, LLC
as Manager

By: /s/ Robert Perry
Name: Robert Perry
Title: Authorized Signatory

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

GOLDMAN SACHS LENDING PARTNERS LLC

By: /s/ Andrew Caditz
Name: Andrew Caditz
Title: Authorized Signatory

GOLDMAN SACHS CREDIT PARTNERS, L.P.

By: /s/ Andrew Caditz
Name: Andrew Caditz
Title: Authorized Signatory

SKANDINAVISKA ENSKILDA BANKEN AB (publ)
(Name of Lender)

By: /s/ Michael I Dicks
Name: Michael I Dicks
Title: PENNY NEVILLE-PARK

SunTrust Banks
(Name of Lender)

By: /s/ Amanda K. Parks
Name: Amanda K. Parks
Title: SVP

Bank of Tokyo – Mitsubishi UFJ Trust Company

By: /s/ David Noda
Name: David Noda
Title: Vice President and Manager

COLUMBUS PARK CDO LTD.
By: GSO Debt Funds Management LLC
as Collateral Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

ESSEX PARK CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

INWOOD PARK CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

LAFAYETTE SQUARE CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

LOAN FUNDING VI LLC,
for itself or as agent for Corporate Loan Funding VI LLC

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

PROSPECT PARK CDO LTD.
By: GSO Capital Partners LP, as Portfolio Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

RIVERSIDE PARK CLO LTD.
By: GSO Debt Funds Management LLC
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Senior Managing Director

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

UNION SQUARE CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

KATONAH VII CLO LTD.
(Name of Lender)

By: /s/ DANIEL GILLIGAN
Name: DANIEL GILLIGAN
Title: Authorized Officer
Katonah Debt Advisors, L.L.C.
As Manager

KATONAH IX CLO LTD.
(Name of Lender)

By: /s/ DANIEL GILLIGAN
Name: DANIEL GILLIGAN
Title: Authorized Officer
Katonah Debt Advisors, L.L.C.
As Manager

KATONAH X CLO LTD.
(Name of Lender)

By: /s/ DANIEL GILLIGAN
Name: DANIEL GILLIGAN
Title: Authorized Officer
Katonah Debt Advisors, L.L.C.
As Manager

KOHLBERG CAPITAL CORPORATION
(Name of Lender)

By: /s/ DANIEL GILLIGAN
Name: DANIEL GILLIGAN
Title: Authorized Signatory
Kohlberg Capital Corporation

PUTNAM VARIABLE TRUST — PVT HIGH YIELD FUND

/s/ Beth Mazor
By: Beth Mazor
Title: V.P.

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ACCT#- Asset Conservative
PUTNAM INVESTMENT MANAGEMENT LLC,
on behalf of its series, ASSET ALLOCATION CONSERVATIVE
by Putnam Investment Management, LLC

/s/ Suzanne Deshaies
Name: Suzanne Deshaies
Title: Vice President

PUTNAM HIGH YIELD TRUST

/s/ Beth Mazor
By: Beth Mazor
Title: V.P.

ACCT# 256- Asset Balance
PUTNAM ASSET ALLOCATION FUND: BALANCED PORTFOLIO
By Putnam Investment Management, LLC

/s/ Suzanne Deshaies
Name: Suzanne Deshaies
Title: Vice President

PUTNAM FLOATING RATE INCOME FUND

/s/ Beth Mazor
By: Beth Mazor
Title: V.P.

Putnam Variable Trust — Putnam VT The George Putnam Fund of Boston
By Putnam Investment Management, LLC

/s/ Lauren Silk
Name: Lauren Silk
Title: Vice President

VT INCOME FUND
By Putnam Investment Management, LLC

/s/ Lauren Silk
Name: Lauren Silk
Title: Vice President

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ACCT# 2QM- Asset Growth
PUTNAM INVESTMENT MANAGEMENT LLC,
on behalf of its series, ASSET ALLOCATION GROWTH
by Putnam Investment Management, LLC

/s/ Suzanne Deshaies
Name: Suzanne Deshaies
Title: Vice President

PUTNAM HIGH YIELD ADVANTAGE FUND

/s/ Beth Mazor
By: Beth Mazor
Title: V.P.

ACCT# 611- George Putnam
The George Putnam Fund of Boston by Putnam Investment Management, LLC

/s/ Suzanne Deshaies
Name: Suzanne Deshaies
Title: Vice President

ACCT# 644- Income Fund
PUTNAM FUNDS TRUST,
on behalf of its series, PUTNAM INCOME FUND
by Putnam Investment Management, LLC

/s/ Suzanne Deshaies
Name: Suzanne Deshaies
Title: Vice President

PUTNAM DIVERSIFIED INCOME TRUST (CAYMAN) MASTER FUND
By The Putnam Advisory Company, LLC

/s/ Angela Patel
Name: Angela Patel
Title: Vice President

The Putnam Advisory Company, LLC on behalf of Putnam
Global Funds - Putnam Worldwide Income Fund

/s/ Lauren Silk
Name: Lauren Silk
Title: Vice President

PUTNAM PREMIER INCOME TRUST

/s/ Beth Mazor
By: Beth Mazor
Title: V.P.

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PUTNAM MASTER INTERMEDIATE INCOME TRUST

/s/ Beth Mazor

By: Beth Mazor
Title: V.P.

Putnam Variable Trust — Putnam VT Global Asset Allocation Fund
by Putnam Investment Management, LLC

/s/ Lauren Silk

Name: Lauren Silk
Title: Vice President

PUTNAM DIVERSIFIED INCOME TRUST

/s/ Beth Mazor

By: Beth Mazor
Title: V.P.

PUTNAM VARIABLE TRUST - PVT
DIVERSIFIED INCOME FUND

/s/ Beth Mazor

By: Beth Mazor
Title: V.P.

PUTNAM FUNDS TRUST,
on behalf of its series, PUTNAM GLOBAL INCOME TRUST
by Putnam Investment Management, LLC

/s/ Suzanne Deshaies

Name: Suzanne Deshaies
Title: Vice President

THE PUTNAM ADVISORY
COMPANY, LLC ON BEHALF OF IG
PUTNAM HIGH YIELD INCOME FUND

/s/ Suzanne Deshaies

Name: Suzanne Deshaies
Title: Vice President

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ARES ENHANCED LOAN INVESTMENT STRATEGY IR LTD.

By: ARES ENHANCED LOAN MANAGEMENT IR, L.P., as Portfolio Manager

By: Ares Enhanced Loan IR GP, LLC, as its General Partner

By: Ares Management LLC, as its Manager

By: /s/ [ILLEGIBLE]
Name:
Title:

ARES ENHANCED LOAN INVESTMENT STRATEGY IR-B LTD.

By: ARES ENHANCED LOAN MANAGEMENT IR-B, L.P., as Portfolio Manager

By: Ares Enhanced Loan IR-B GP, LLC, as its General Partner

By: Ares Management LLC, as its Manager

By: /s/ [ILLEGIBLE]
Name:
Title:

ARES XI CLO Ltd.

By: ARES CLO MANAGEMENT XI, L.P.

By: ARES CLO GP XI, LLC, ITS GENERAL PARTNER

By: ARES MANAGEMENT LLC, ITS MANAGER

By: /s/ [ILLEGIBLE]
Name:
Title:

Ares X CLO Ltd.

By: Ares CLO Management X, L.P.,
Investment Manager

By: Ares CLO GP X, LLC,
Its General Partner

By: /s/ [ILLEGIBLE]
Name:
Title:

Ares VR CLO Ltd.

By: Ares CLO Management VR, L.P.,
Investment Manager

By: Ares CLO GP VR, LLC,
Its General Partner

By: /s/ [ILLEGIBLE]
Name:
Title:

Ares VIR CLO Ltd.

By: Ares CLO Management VIR, L.P.,
Investment Manager

By: Ares CLO GP VIR, LLC,
Its General Partner

By: /s/ [ILLEGIBLE]
Name:
Title:

Ares VII CLO Ltd.

By: Ares CLO Management VII, L.P.,
Investment Manager

By: Ares CLO GP VII, LLC,
Its General Partner

By: /s/ [ILLEGIBLE]
Name:
Title:

Ares VIII CLO Ltd.

By: Ares CLO Management VIII, L.P.,
Investment Manager

By: Ares CLO GP VIII, LLC,
Its General Partner

By: /s/ [ILLEGIBLE]
Name:
Title:

Ares IX CLO Ltd.

By: Ares CLO Management IX, L.P.,
Investment Manager

By: Ares CLO GP IX, LLC,
Its General Partner

By: Ares Management LLC,
Its Managing Member

By: /s/ [ILLEGIBLE]
Name:
Title:

CONFLUENT 2 LIMITED
By: Ares Private Account Management I, L.P., as Sub-Manager

By: Ares Private Account Management I GP, LLC, as General Partner

By: Ares Management LLC, as Manager

By: /s/ [ILLEGIBLE]
Name:
Title:

Global Loan Opportunity Fund B.V.

By: Ares Management Limited, its Portfolio Manager

By: /s/ [ILLEGIBLE]
Name:
Title:

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Waveland — INGOTS, LTD.
By: Pacific Investment Management Company LLC, as its Investment Advisor

By: /s/ Arthur Y.D. Ong
Arthur Y.D. Ong
Executive Vice President

Loan Funding III LLC
By: Pacific Investment Management Company LLC, as its Investment Advisor

By: /s/ Arthur Y.D. Ong
Arthur Y.D. Ong
Executive Vice President

Southport CLO, Limited
By: Pacific Investment Management Company LLC, as its Investment Advisor

By: /s/ Arthur Y.D. Ong
Arthur Y.D. Ong
Executive Vice President

Fairway Loan Funding Company
By: Pacific Investment Management Company LLC, as its Investment Advisor

By: /s/ Arthur Y.D. Ong
Arthur Y.D. Ong
Executive Vice President

Mayport CLO Ltd.
By: Pacific Investment Management Company LLC, as its Investment Advisor

By: /s/ Arthur Y.D. Ong
Arthur Y.D. Ong
Executive Vice President

THE ROYAL BANK OF SCOTLAND PLC

By: /s/ Jack Lonker
Name: Jack Lonker
Title: Senior Vice President

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Fifth Third Bank

By: /s/ Michael Blackburn
Name: Michael Blackburn
Title: Vice President

MARLBOROUGH STREET CLO, LTD.,

By its Collateral Manager, Massachusetts Financial Services Company (MLX)

By: /s/ David J. Colby
As authorized representative and not individually

[ILLEGIBLE]
(Name of Lender)

By: /s/ THOMAS FLANNERY
Name: THOMAS FLANNERY
Title: AUTHORIZED SIGNATORY

[ILLEGIBLE]
(Name of Lender)

By: /s/ THOMAS FLANNERY
Name: THOMAS FLANNERY
Title: AUTHORIZED SIGNATORY

Avery Point CLO, Limited
By: Sankaty Advisors, LLC
as Collateral Manager

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Sankaty Advisors, LLC as Collateral Manager for Castle Hill I - INGOTS, Ltd., as Term Lender

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

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Sankaty Advisors, LLC as Collateral
Manager for Loan Funding XI LLC,
As Term Lender

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Chatham Light II CLO, Limited, by
Sankaty Advisors LLC, as Collateral
Manager

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Katonah III, Ltd. by Sankaty
Advisors LLC as Sub-Advisors

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Katonah IV, Ltd. by Sankaty
Advisors, LLC as Sub-Advisors

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Sankaty Advisors, LLC as Collateral
Manager for Race Point CLO,
Limited, as Term Lender

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Sankaty Advisors, LLC as Collateral
Manager for Race Point II CLO,
Limited, as Term Lender

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Sankaty Advisors, LLC as Collateral
Manager for Race Point III CLO,
Limited, as Term Lender

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Race Point IV CLO, Ltd
By: Sankaty Advisors, LLC
as Collateral Manager

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Sankaty High Yield Partners II, L.P.

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Sankaty High Yield Partners III, L.P.

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

SSS Funding II
By: Sankaty Advisors, LLC
as Collateral Manager

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Carlyle High Yield Partners VIII, Ltd.
(Name of Lender)

By: /s/ Glori Holzman Graziano
Name: Glori Holzman Graziano
Title: Managing Director

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Carlyle High Yield Partners VII, Ltd.
(Name of Lender)

By: /s/ Glori Holzman Graziano
Name: Glori Holzman Graziano
Title: Managing Director

Carlyle High Yield Partners VII, Ltd.
(Name of Lender)

By: /s/ Glori Holzman Graziano
Name: Glori Holzman Graziano
Title: Managing Director

Carlyle High Yield Partners VI, Ltd.
(Name of Lender)

By: /s/ Glori Holzman Graziano
Name: Glori Holzman Graziano
Title: Managing Director

Carlyle High Yield Partners X, Ltd.
(Name of Lender)

By: /s/ Glori Holzman Graziano
Name: Glori Holzman Graziano
Title: Managing Director

Carlyle High Yield Partners IV, Ltd.
(Name of Lender)

By: /s/ Glori Holzman Graziano
Name: Glori Holzman Graziano
Title: Managing Director

Carlyle High Yield Partners IX, Ltd.
(Name of Lender)

By: /s/ Glori Holzman Graziano
Name: Glori Holzman Graziano
Title: Managing Director

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Carlyle High Yield Partners 2008-I, Ltd.
(Name of Lender)

By: /s/ Glori Holzman Graziano
Name: Glori Holzman Graziano
Title: Managing Director

Carlyle Credit Partners Financing I, Ltd.
(Name of Lender)

By: /s/ Glori Holzman Graziano
Name: Glori Holzman Graziano
Title: Managing Director

Blackport Capital Fund Ltd.
(Name of Lender)

By: Blackstone Distressed Securities Advisors L.P.,
its Investment Manager

By: /s/ George Fan
Name: George Fan
Title: Attorney-In-Fact

RIVERSOURCE VARIABLE PORTFOLIO - INCOME OPPORTUNITIES FUND, A SERIES OF RIVERSOURCE VARIABLE SERIES TRUST

By: /s/ Timothy J. Masek
Name: Timothy J. Masek
Title: Assistant Vice President

RIVERSOURCE HIGH YIELD BOND FUND, A SERIES OF RIVERSOURCE HIGH YIELD INCOME SERIES, INC.

By: /s/ Timothy J. Masek
Name: Timothy J. Masek
Title: Assistant Vice President

RIVERSOURCE VARIABLE PORTFOLIO - HIGH YIELD BOND FUND, A SERIES OF RIVERSOURCE VARIABLE SERIES TRUST

By: /s/ Timothy J. Masek
Name: Timothy J. Masek
Title: Assistant Vice President

Signature page to Second Amendment and Waiver dated
as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Black Diamond International Funding, Ltd.
By: BDCM Fund Adviser, L.L.C.
As Its Collateral Manager

(Name of Lender)

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

BLACK DIAMOND CLO 2006-1 (CAYMAN), Ltd.
By: Black Diamond CLO 2006-1 Adviser, L.L.C.
As Its Collateral Manager

(Name of Lender)

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

BLACK DIAMOND CLO 2005-2 Ltd.
By: Black Diamond CLO 2005-2 Adviser, L.L.C.,
As Its Collateral Manager

(Name of Lender)

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

BLACK DIAMOND CLO 2005-1 Ltd.
By: Black Diamond CLO 2005-1 Adviser, L.L.C.,
As Its Collateral Manager

(Name of Lender)

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

The Hartford Mutual Funds, Inc., on behalf of The
Hartford Floating Rate Fund

By: Hartford Investment Management Company, its Sub-advisor

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

Hartford Series Fund, Inc., on behalf of Hartford
High Yield HLS Fund

By: Hartford Investment Management
Company, Its Sub-advisor

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

The Hartford Mutual Funds, Inc., on behalf of The Hartford High Yield Fund

By: Hartford Investment Management Company, Its Sub-advisor

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

Hartford Life and Accident Insurance Company

By: Hartford Investment Management Company
Its Agent and Attorney-in-Fact

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

The Hartford Mutual Funds, Inc., on behalf of
The Hartford Strategic Income Fund

By: Hartford Investment Management Company
Its Investment Manager

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

Hartford Institutional Trust, on behalf of its Floating Rate Bank Loan Series, as Assignee

By: Hartford Investment Management Company, its Investment Manager

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

Hartford Series Fund, Inc., on behalf of
Hartford Total Return Bond HLS Fund
By Hartford Investment Management Company,
its Subadvisor

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

The Hartford Mutual Funds, Inc., on behalf of
The Hartford Income Fund
By Hartford Investment Management Company,
its Subadvisor

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

The Hartford Mutual Funds, Inc., on behalf of
The Hartford Total Return Bond Fund
By Hartford Investment Management Company,
its Subadvisor

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

State Board of Administration of Florida
By: Hartford Investment Management Company,
its Investment Manager

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

The Investment and Administrative Committee of
The Walt Disney Company Sponsored Qualified Benefit
Plans and Key Employees Deferred Compensation and
Retirement Plan

By: Hartford Investment Management Company
Its Investment Manager

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

UBS Loan Finance LLC
(Name of Lender)

By: /s/ Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director

By: /s/ April Varner-Nanton
Name: April Varner-Nanton
Title: Director

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Apidos CDO I
By Apidos Capital Management, LLC its investment adviser.

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

Apidos CDO II
By Apidos Capital Management, LLC its investment adviser.

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

Apidos CDO III
By Apidos Capital Management, LLC its investment adviser.

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

Apidos CDO IV
By Apidos Capital Management, LLC its investment adviser.

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

Apidos CDO V
By Apidos Capital Management, LLC its investment adviser.

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

Apidos Quattro CDO
By Apidos Capital Management, LLC its investment adviser.

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

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KKR FINANCIAL CLO 2006-1, LTD.

By: /s/ Sue Wawrzeycki
Name: Sue Wawrzeycki
Title: Authorized Signatory

KKR FINANCIAL CLO 2007-1, LTD.

By: /s/ Sue Wawrzeycki
Name: Sue Wawrzeycki
Title: Authorized Signatory

KKR FINANCIAL CLO 2005-1, LTD.

By: /s/ Sue Wawrzeycki
Name: Sue Wawrzeycki
Title: Authorized Signatory

KKR FINANCIAL CLO 2007-A, LTD.

By: /s/ Sue Wawrzeycki
Name: Sue Wawrzeycki
Title: Authorized Signatory

KKR FINANCIAL CLO 2005-2, LTD.

By: /s/ Sue Wawrzeycki
Name: Sue Wawrzeycki
Title: Authorized Signatory

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OREGON PUBLIC EMPLOYEES RETIREMENT FUND

By: /s/ Sue Wawrzeycki
Name: Sue Wawrzeycki
Title: Authorized Signatory

WAYZATA FUNDING LLC

By: /s/ Sue Wawrzeycki
Name: Sue Wawrzeycki
Title: Authorized Signatory

WELLS FARGO BANK, N.A.
(Name of Lender)

By: /s/ Peta Swidler
Name: PETA SWIDLER
Title: SENIOR VICE PRESIDENT

MSIM Peconic Bay, Ltd.
By: Morgan Stanley Investment Management Inc. as Collateral Manager

By: /s/ ROBERT DROBNY
Name: ROBERT DROBNY
Title: Executive Director

Confluent 3 Limited
By: Morgan Stanley Investment Management Inc.
as Investment Manager

By: /s/ ROBERT DROBNY
Name: ROBERT DROBNY
Title: Executive Director

Morgan Stanley Prime Income Trust

By: /s/ ROBERT DROBNY
Name: ROBERT DROBNY
Title: Executive Director

Zodiac Fund — Morgan Stanley US Senior Loan Fund
By: Morgan Stanley Investment Management Inc. as Investment Manager

By: /s/ ROBERT DROBNY
Name: ROBERT DROBNY
Title: Executive Director

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QUALCOMM Global Trading, Inc.
By: Morgan Stanley Investment Management Inc.
as Investment Manager

By: /s/ Robert Drobny
Name: Robert Drobny
Title: Executive Director

Genesis CLO 2007 - 1 Ltd.
(Name of Lender)
By: One Hill Partners LLC
Its: Investment Advisor

By: /s/ Claude A. Baum
Name: Claude A. Baum, Esq.
Title: General Counsel
One Hill Partners LLC

National City Bank

By: /s/ Michael Kell
Name: Michael Kell
Title: Vice President

Fraser Sullivan CLO I Ltd.
By: Fraser Sullivan Investment Management, LLC, as Collateral Manager

By: /s/ John W. Fraser
Name: John W. Fraser
Title: Managing Partner

Fraser Sullivan CLO II Ltd.
By: Fraser Sullivan Investment Management, LLC, as Collateral Manager

By: /s/ John W. Fraser
Name: John W. Fraser
Title: Managing Partner

WIND RIVER CLO I LTD.
By: McDonnell Investment Management, LLC, as Manager

By: /s/ Kathleen A. Zarn
Name: Kathleen A. Zarn
Title: Vice President

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WIND RIVER CLO II – TATE INVESTORS, LTD.
By: McDonnell Investment Management, LLC, as Manager

By: /s/ Kathleen A. Zarn
Name: Kathleen A. Zarn
Title: Vice President

GANNETT PEAK CLO I, LTD.
By: McDonnell Investment Management LLC,
as Investment Manager

By: /s/ Kathleen A. Zarn
Name: Kathleen A. Zarn
Title: Vice President

THE BANK OF NEW YORK MELLON
(Name of Lender)

By: /s/ Edward J. DeSalvio
Name: EDWARD J. DeSALVIO
Title: VICE PRESIDENT

JRG Reinsurance Company, Ltd.
By: Angelo, Gordon & Co., L.P.
as Investment Manager
(Name of Lender)

By: /s/ Bradley Pattelli
Name: BRADLEY PATTELLI
Title: MANAGING DIRECTOR

NORTHWOODS CAPITAL IV, LIMITED
By: ANGELO, GORDON & CO., L.P.,
AS COLLATERAL MANAGER
(Name of Lender)

By: /s/ Bradley Pattelli
Name: BRADLEY PATTELLI
Title: MANAGING DIRECTOR

NORTHWOODS CAPITAL V, LIMITED
BY: ANGELO, GORDON & CO., L.P.
AS COLLATERAL MANAGER
(Name of Lender)

By: /s/ Bradley Pattelli
Name: BRADLEY PATTELLI
Title: MANAGING DIRECTOR

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NORTHWOODS CAPITAL VI, LIMITED
BY: ANGELO, GORDON & CO., L.P.
AS COLLATERAL MANAGER
(Name of Lender)

By: /s/ Bradley Pattelli
Name: BRADLEY PATTELLI
Title: MANAGING DIRECTOR

NORTHWOODS CAPITAL VII, LIMITED
BY: ANGELO, GORDON & CO., L.P.
AS COLLATERAL MANAGER
(Name of Lender)

By: /s/ Bradley Pattelli
Name: BRADLEY PATTELLI
Title: MANAGING DIRECTOR

NORTHWOODS CAPITAL VIII LIMITED
BY: ANGELO, GORDON & CO., L.P.,
AS COLLATERAL MANAGER
(Name of Lender)

By: /s/ Bradley Pattelli
Name: BRADLEY PATTELLI
Title: MANAGING DIRECTOR

BLUEMOUNTAIN CLO II LTD.
By: BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC,
its collateral manager

By: /s/ Glenn Mueller
Name: Glenn Mueller
Title: Associate

BLUEMOUNTAIN CLO III LTD.
By: BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC,
its collateral manager

By: /s/ Glenn Mueller
Name: Glenn Mueller
Title: Associate

Floating Rate Senior Loan Funding I LLC
By: Golub Capital Management LLC, as Collateral Manager

By: /s/ Cora M. Gallagher
Name: Cora M. Gallagher
Title: Authorized Signatory

By: Callidus Debt Partners CLO Fund II, Ltd.
By: Its Collateral Manager,
Callidus Capital Management, LLC
(Name of Lender)

By: /s/ Ira Ginsburg
Name: Ira Ginsburg
Title: Principal

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By: Callidus Debt Partners CLO Fund IV Ltd.
By: Its Collateral Manager,
Callidus Capital Management, LLC.

(Name of Lender)

By: /s/ Ira Ginsburg
Name: Ira Ginsburg
Title: Principal

By: Callidus Debt Partners CLO Fund V, Ltd.
By: Its Collateral Manager
Callidus Capital Management, LLC

(Name of Lender)

By: /s/ Ira Ginsburg
Name: Ira Ginsburg
Title: Principal

By: Callidus Debt Partners CLO Fund VI, Ltd.
By: Its Collateral Manager
Callidus Capital Management, LLC

(Name of Lender)

By: /s/ Ira Ginsburg
Name: Ira Ginsburg
Title: Principal

Swiss ReFinancial Products Corp.
(Name of Lender)

By: /s/ Gloria Gonzalez
Name: Gloria Gonzalez
Title: Authorized Signatory

LANDMARK II CDO Limited

By: Aladdin Capital Management, as a Lender

By: /s/ James Bragg
Name: James Bragg
Title: Designated Signatory

GREYROCK CDO Limited

By: Aladdin Capital Management, as a Lender

By: /s/ James Bragg
Name: James Bragg
Title: Designated Signatory

LANDMARK VII CDO Limited

By: Aladdin Capital Management, as a Lender

By: /s/ James Bragg
Name: James Bragg
Title: Designated Signatory

LANDMARK VIII CLO Limited

By: Aladdin Capital Management, as a Lender

By: /s/ James Bragg
Name: James Bragg
Title: Designated Signatory

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VICTORIA FALLS CLO, LTD.

By: /s/ Bradley K. Bryan
Name: Bradley K. Bryan
Title: Senior Vice President

SUMMIT LAKE CLO, LTD.

By: /s/ Bradley K. Bryan
Name: Bradley K. Bryan
Title: Senior Vice President

DIAMOND LAKE CLO, LTD.

By: /s/ Bradley K. Bryan
Name: Bradley K. Bryan
Title: Senior Vice President

CLEAR LAKE CLO, LTD.

By: /s/ Bradley K. Bryan
Name: Bradley K. Bryan
Title: Senior Vice President

ST. JAMES RIVER CLO, LTD.

By: /s/ Bradley K. Bryan
Name: Bradley K. Bryan
Title: Senior Vice President

JPMorgan High Yield Bond Fund
(Name of Lender)

By: /s/ James E. Gibson
Name: James E. Gibson
Title: Managing Director

Freeport Loan Trust 2006-1

By: /s/ Donald T Bobbs
Name: Donald T Bobbs
Title: Vice President

CREDIT SUISSE, CAYMAN ISLANDS BRANCH

By: /s/ Shaneen Malik
Name: Shaneen Malik
Title: Vice President

By: /s/ Christopher Reo Day
Name: CHRISTOPHER REO DAY
Title: ASSOCIATE

CHGO Loan Funding Ltd.

By: Chicago Fundamental Investment Partners, LLC, as Collateral Manager, as a Lender

By: /s/ Steven J. Novatney
Name: Steven J. Novatney
Title: General Counsel & CCO

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CFIP MASTER FUND, LTD.

By: Chicago Fundamental Investment Partners, LLC, its Investment Manager, as a Lender

By: /s/ Steven J. Novatney
Name: Steven J. Novatney
Title: General Counsel & CCO

STYX PARTNERS, L.P.

By: Styx Associates LLC,
its General Partner

By: /s/ Kevin Genda
Name: Kevin Genda
Title: Senior Managing Director

NAVIGATOR CDO 2003, LTD., as a Lender

By: GE Asset Management Inc., as Collateral Manager

By: /s/ John Campos
Name: John Campos
Title: Authorized Signatory

NAVIGATOR CDO 2004, LTD., as a Lender

By: GE Asset Management Inc., as Collateral Manager

By: /s/ John Campos
Name: John Campos
Title: Authorized Signatory

NAVIGATOR CDO 2005, LTD., as a Lender

By: GE Asset Management Inc., as Collateral Manager

By: /s/ John Campos
Name: John Campos
Title: Authorized Signatory

GENERAL ELECTRIC PENSION TRUST, as a Lender

By: GE Asset Management Inc., as Collateral Manager

By: /s/ John Campos
Name: John Campos
Title: Authorized Signatory

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OAK HILL CREDIT PARTNERS II, LIMITED, as a Lender

By: Oak Hill CLO Management II, LLC
As Investment Manager

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

OAK HILL CREDIT PARTNERS III, LIMITED, as a Lender

By: Oak Hill CLO Management III, LLC
As Investment Manager

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

OAK HILL CREDIT PARTNERS IV, LIMITED, as a Lender

By: Oak Hill CLO Management IV, LLC
As Investment Manager

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

OAK HILL CREDIT PARTNERS V, LIMITED, as a Lender

By: Oak Hill Advisors, L.P.
As Portfolio Manager

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

OAK HILL CREDIT OPPORTUNITIES FINANCING, LTD., as a Lender

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

Stichting Bedrijfstakpensioenfonds Voor de Metalektro, as a Lender

By: Oak Hill Advisor, L.P.
As Investment Manager

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

OHA PARK AVENUE CLO I, LTD., as a Lender

By: Oak Hill Advisor, L.P.
As Investment Manager L.P.

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

GMAM GROUP PENSION TRUST I, as a Lender

By: STATE STREET BANK AND TRUST COMPANY, solely as Trustee

By: /s/ Timothy Norton
Name: Timothy Norton
Title: Officer

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Golden Knight II CLO, Ltd.
(Name of Lender)

By: /s/ Elizabeth O. Maclean
Name: Elizabeth O. Maclean
Title: PORTFOLIO MANAGER

LORD ABBETT & CO. LLC
AS COLLATERAL MANAGER

Lord Abbett Investment Trust - Lord Abbett Floating Rate Fund
(Name of Lender)

By: /s/ Elizabeth O. Maclean
Name: Elizabeth O. Maclean
Title: PORTFOLIO MANAGER

SILVERADO CLO 2006-II LIMITED
By: New York Life Investment Management LLC,
As Portfolio Manager and Attorney-in-Fact

By: /s/ F. David Melka
Name: F. David Melka
Title: Director

Bank of China, New York Branch
(Name of Lender)

By: /s/ Richard Bradspies
Name: Richard Bradspies
Title: Deputy General Manager

JASPER FUNDING
(Name of Lender)

By: /s/ ARLENE ARELLANO
Name: ARLENE ARELLANO
Title: AUTHORIZED SIGNATORY

CITIBANK, N.A.
(Name of Lender)

By: /s/ Wayne Beckmann
Name: WAYNE BECKMANN
Title: Managing Director — Citibank, N.A.
Global Autos and Industrials Dept.
388 Greenwich Street/23rd Fl.
Ph: 212-816-5566

CONTINENTAL CASUALTY COMPANY

By: /s/ Marilou R. McGirr
Name: Marilou R. McGirr
Title: Vice President and Assistant Treasurer

Approved by
Law Dept.

By: MPL
Date: 3-16-09

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WhiteHorse I, LTD
WhiteHorse IV, LTD

By: WhiteHorse Capital Partners, L.P.
As Collateral Manager

By: /s/ Ethan Underwood
Name: Ethan Underwood
Title: Portfolio Manager

Icahn Partners LP
(Name of Lender)

By: /s/ Keith Cozza
Name: Keith Cozza
Title: Chief Compliance Officer

Icahn Partners Master Fund LP
(Name of Lender)

By: /s/ Keith Cozza
Name: Keith Cozza
Title: Chief Compliance Officer

Icahn Partners Master Fund II L.P.
(Name of Lender)

By: /s/ Keith Cozza
Name: Keith Cozza
Title: Chief Compliance Officer

Icahn Partners Master Fund III L.P.
(Name of Lender)

By: /s/ Keith Cozza
Name: Keith Cozza
Title: Chief Compliance Officer

SILVERADO CLO 2006-I LIMITED
By: Wells Capital Management as Portfolio Manager
(Name of Lender)

By: /s/ Zachary Tyler
Name: Zachary Tyler
Tittle: Authorized Signatory

The Bank of Nova Scotia

By: /s/ J.F. Todd
Name: J.F. Todd
Title: Managing Director

Nuveen Floating Rate Income Opportunity Fund
(Name of Lender)
By: Symphony Asset Management, LLC

By: /s/ Gunther Stein
Name: Gunther Stein,
Title: Director Fixed Income

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Symphony CLO I
(Name of Lender)
By: Symphony Asset Management, LLC

By: /s/ Gunther Stein
Name: Gunther Stein,
Title: Director Fixed Income

Symphony CLO II
(Name of Lender)
By: Symphony Asset Management, LLC

By: /s/ Gunther Stein
Name: Gunther Stein,
Title: Ditector Fixed Income

BALTIC FUNDING LLC
(Name of Lender)

By: /s/ Tara E. Kenny
Name: Tara E. Kenny
Title: Assistant Vice President

BALLANTYNE FUNDING LLC
(Name of Lender)

By: /s/ Tara E. Kenny
Name: Tara E. Kenny
Title: Assistant Vice President

Commonwealth of Massachusetts Pension Reserves Investment Management Board, by: Pyramis Global Advisors Trust Company, as Investment Manager Under Power of Attorney

(Name of Lender)

By: /s/ David Censorio
Name: David Censorio
Title: VP

Pension Investment Committee of General Motors for General Motors Employees Domestic Group Pension Trust, by: Pyramis Global Advisors Trust Company, as Investment Manager Under Power of Attorney

(Name of Lender)

By: /s/ David Censorio
Name: David Censorio
Title: VP

General Motors Trust Bank, National Association, By: Pyramis Global Advisors Trust Company, as Investment Manager Under Power of Attorney

(Name of Lender)

By: /s/ David Censorio
Name: David Censorio
Title: VP

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Pyramis High Yield Commingled Pool, By: Pyramis Global Advisors Trust Company, as trustee for Pyramis High Yield Commingled Pool

(Name of Lender)

By: /s/ David Censorio
Name: David Censorio
Title: VP

Fidelity Advisor Series I: Fidelity Advisor High Income Fund

(Name of Lender)

By: /s/ Gary Ryan
Name: Gary Ryan
Title: Assistant Treasurer

Fidelity Central Investment Portfolios LLC: Fidelity High Income Central Investment Portfolio 1

(Name of Lender)

By: /s/ Gary Ryan
Name: Gary Ryan
Title: Assistant Treasurer

Fidelity Summer Street Trust: Fidelity Focused High Income Fund

(Name of Lender)

By: /s/ Gary Ryan
Name: Gary Ryan
Title: Assistant Treasurer

Fidelity Income Fund: Fidelity Total Bond Fund

(Name of Lender)

By: /s/ Gary Ryan
Name: Gary Ryan
Title: Assistant Treasurer

Fidelity Central Investment Portfolios LLC: Fidelity Specialized High Income Central Investment Portfolio

(Name of Lender)

By: /s/ Gary Ryan
Name: Gary Ryan
Title: Assistant Treasurer

Variable Insurance Products Fund V: Strategic Income Portfolio

(Name of Lender)

By: /s/ Gary Ryan
Name: Gary Ryan
Title: Assistant Treasurer

Fidelity Advisor Series I: Fidelity Advisor High Income Advantage Fund

(Name of Lender)

By: /s/ Gary Ryan
Name: Gary Ryan
Title: Assistant Treasurer

Signature page to Second Amendment and Waiver dated as of March 17, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Taconic Capital Partners 1.5 L.P.
By: Taconic Capital Advisors LP, Its Investment Advisor

By: /s/ Jon Jachman
Name: Jon Jachman
Title: Principal

Taconic Opportunity Fund L.P.
By: Taconic Capital Advisors LP, Its Investment Advisor

By: /s/ Jon Jachman
Name: Jon Jachman
Title: Principal

COMERICA BANK
(Name of Lender)

By: /s/ DAN M ROMAN
Name: DAN M ROMAN
Title: SENIOR VICE PRESIDENT

Commerzbank AG, New York and Grand Cayman Branches

By: /s/ G. Rod McWalters
Name: G. Rod McWalters
Title: Senior Vice President

By: /s/ Douglas Glickman
Name: Douglas Glickman
Title: First Vice President

VENTURE III CDO LIMITED
By its investment advisor,
MJX Asset Management LLC

(Name of Lender)

By: Frederick H. Taylor
Name: Frederick H. Taylor
Title: Managing Director

VENTURE IV CDO LIMITED
By its investment advisor,
MJX Asset Management LLC

(Name of Lender)

By: /s/ Frederick H. Taylor
Name: Frederick H. Taylor
Title: Managing Director

VENTURE V CDO LIMITED
By its investment advisor,
MJX Asset Management LLC

(Name of Lender)

By: /s/ Frederick H. Taylor
Name: Frederick H. Taylor
Title: Managing Director

VENTURE VI CDO LIMITED
By its investment advisor,
MJX Asset Management LLC

(Name of Lender)

By: /s/ Frederick H. Taylor
Name: Frederick H. Taylor
Title: Managing Director

THIRD AMENDMENT AND WAIVER

THIRD AMENDMENT AND WAIVER, dated as of May 13, 2009 (this "Amendment"), to the Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006 (as amended prior to the date hereof, the "Credit Agreement"), among LEAR CORPORATION, a Delaware corporation (the "U.S. Borrower"), certain Subsidiaries of LEAR CORPORATION, the several lenders from time to time parties thereto (the "Lenders"), the several agents parties thereto and JPMORGAN CHASE BANK, N.A., as general administrative agent (the "General Administrative Agent").

W I T N E S S E T H:

WHEREAS, the U.S. Borrower, the other Borrowers and the Majority Lenders executed and delivered the Second Amendment and Waiver to the Credit Agreement, dated as of March 17, 2009 (the "Second Amendment"), pursuant to which certain Events of Default have been waived and certain covenants have been amended, in each case until 5:00 p.m. (New York time) on May 15, 2009 (the "Termination Date");

WHEREAS, the U.S. Borrower has requested, and the Majority Lenders and the General Administrative Agent have agreed, upon the terms and subject to the conditions set forth herein, that, among other amendments, certain waivers and amendments under the Second Amendment shall be extended until June 30, 2009;

WHEREAS, the U.S. Borrower has informed the General Administrative Agent and the Lenders that the U.S. Borrower has been offered the opportunity for it and certain of its Subsidiaries to participate in the auto supplier support programs established in April, 2009 by the United States Department of Treasury to support automotive OEMs (the "Auto Supplier Support Programs") and that the U.S. Borrower has decided to participate in the Auto Supplier Support Programs;

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement (as amended pursuant to the terms hereof).

SECTION 2. Waivers/Amendments under Second Amendment. (a) Subject to clause (c) of this Section 2, the undersigned Lenders hereby agree to extend the waivers granted under Section 2(a) and (b) of the Second Amendment until 5:00 p.m. on June 30, 2009 (the "Extended Termination Date"). All references in Section 2(a), (b) and (c) of the Second Amendment to the Termination Date shall hereby be deemed references to the Extended Termination Date.

(b) Subject to clause (c) of this Section 2, the amendments provided in Section 3(a) and (b) of the Second Amendment are hereby extended until the Extended Termination Date. All references in Section 3(a), (b) and (c) of the Second Amendment to the Termination Date shall hereby be deemed references to the Extended Termination Date.

(c) The waivers provided in Section 2 of the Second Amendment (as extended pursuant to Section 2(a) of this Amendment) and the amendments provided in Section 3 of the Second Amendment (as extended pursuant to Section 2(b) of this Amendment) shall terminate on the earlier of (i) the date on which the U.S. Borrower or any of its Subsidiaries makes any payments of interest, principal or fees with respect to the Existing Bonds (other than payments to reimburse bondholders for out-of- pocket costs and expenses including, without limitation, fees and disbursements of counsel) and (ii) the Extended Termination Date.

SECTION 3. Further Amendments. Effective as of April 24, 2009, (a) Subsection 1.1 of the Credit Agreement is hereby amended:

(i) by adding the following new definitions, to appear in proper alphabetical order:

"Auto Supplier Support Programs": as defined in the Third Amendment.

"Existing Bonds": the collective reference to the 2013 Bonds, the 2014 Bonds and the 2016 Bonds.

"2013 Bonds": the $8^1/_2$% Senior Notes due 2013 issued pursuant to the 2013/2016 Indenture.

"2013/2016 Indenture": the Indenture dated as of November 24, 2006 among the U.S. Borrower, as issuer, certain of its Subsidiaries, as guarantors, and The Bank of New York Trust Company, N.A., as trustee, as amended and supplemented.

"2016 Bonds": the $8^3/_4$% Senior Notes due 2016 issued pursuant to the 2013/2016 Indenture.

"Third Amendment": the Third Amendment and Waiver dated as of May 13, 2009 to this Agreement.

(ii) by amending the definition of "Asset Sales" by deleting clause (i) thereof and substituting in lieu thereof the following:

(i) any such Disposition permitted by clauses (a), (b), (c) (except as otherwise provided in the last sentence of this definition), (d) through (h) and (j) of Section 13.4,

(b) (i) Subsection 13.4 of the Credit Agreement is hereby amended by (x) deleting the "and" at the end of clause (h) thereof, (y), deleting the "." at the end of clause (i) thereof and substituting in lieu thereof "; and" and (z) inserting the following new clause (j):

(j) the sale by the U.S. Borrower and certain of its Subsidiaries of account receivables of General Motors Corporation, Chrysler LLC and their affiliates and customary related property to special purpose vehicles established by General Motors Corporation and Chrysler LLC pursuant to the United States Department of the Treasury's Auto Supplier Support Programs.

(ii) The Lenders agree that any sale of account receivables of General Motors Corporation, Chrysler LLC and their affiliates and customary related property pursuant to the Auto Supplier Support Programs prior to the effectiveness of this Amendment shall be deemed to be made pursuant to clause (j) of subsection 13.4 of the Credit Agreement notwithstanding any prior election of the U.S. Borrower to treat such sale as having been made pursuant to clause (i) of subsection 13.4 of the Credit Agreement.

SECTION 4. Conditions to Effectiveness of Amendment. This Amendment shall become effective on the date (the "Amendment Effective Date") on which the General Administrative Agent shall have received a counterpart of this Amendment, executed and delivered by a duly authorized officer of the U.S. Borrower, the other Borrowers and the Majority Lenders.

SECTION 5. Fees. The U.S. Borrower shall pay to the General Administrative Agent, on the Amendment Effective Date if this Amendment becomes effective prior to 2:00 p.m., New York City time, and on the Business Day following the Amendment Effective Date if this Amendment becomes effective after 2:00 p.m., New York City time, (a) for distribution to each Lender which has delivered an executed copy of this Amendment to the General Administrative Agent on or prior to the consent deadline for this Amendment, an amendment fee equal to 0.25% of such Lender's U.S. Revolving Credit Commitments and outstanding Term Loans, as applicable, and (b) the legal fees and expenses of counsel to the General Administrative Agent in connection with the Credit Agreement to the extent invoiced.

SECTION 6. Effect on the Loan Documents. (a) Except as specifically amended or waived herein, all Loan Documents shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Each Borrower hereby agrees, with respect to each Loan Document to which it is a party, that: (i) all of its obligations, liabilities and indebtedness under such Loan Document shall remain in full force and effect on a continuous basis after giving effect to this Amendment and (ii) all of the Liens and security interests created and arising under such Loan Document shall remain in full force and effect on a continuous basis, and the perfected status and priority of each such Lien and security interest continues in full force and effect on a continuous basis, unimpaired, uninterrupted and undischarged, after giving effect to this Amendment, as collateral security for its obligations, liabilities and indebtedness under the Credit Agreement.

(b) Except as specifically provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or the General Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

(c) Each Borrower and the other parties hereto acknowledge and agree that this Amendment shall constitute a Loan Document.

SECTION 7. Expenses. The U.S. Borrower agrees to pay or reimburse the General Administrative Agent for all of its reasonable out-of-pocket costs and expenses incurred in connection with this Amendment and any other documents prepared in connection herewith, including, without limitation, the reasonable fees and disbursements of counsel to the General Administrative Agent.

SECTION 8. Representations and Warranties. The U.S. Borrower hereby represents and warrants that on the date hereof (a) each of the representations and warranties made by each of the Loan Parties in or pursuant to the Loan Documents shall be, after giving effect to this Amendment, true and correct in all material respects as if made on and as of the Amendment Effective Date after giving effect to this Amendment (except that any representation or warranty which by its terms is made as of a specified date shall be true and correct in all material respects as of such specified date) and (b) after giving effect to this Amendment, no Event of Default shall have occurred and be continuing.

SECTION 9. GOVERNING LAW; WAIVER OF JURY TRIAL. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SUBSECTION 17.13 OF THE CREDIT AGREEMENT AS IF SUCH SUBSECTION WERE SET FORTH IN FULL HEREIN.

SECTION 10. Execution in Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

LEAR CORPORATION

By: /s/ Shari L. Burgess
Name: Shari L. Burgess
Title: V.P. & Treasurer

LEAR CANADA

By: /s/ Richard Van Heukelom
Name: Richard Van Heukelom
Title: V.P. Human Resources, Lear Corporation
Member of Management Committee, Lear Canada

LEAR CORPORATION SWEDEN AB

By: /s/ Martin Henningson
Name: Martin Henningson
Title: Board Director

By: /s/ Robert C. Hooper
Name: Robert C. Hooper
Title: Board Director

LEAR FINANCIAL SERVICES (NETHERLANDS) B.V.

By: /s/ Martin Henningson
Name: Martin Henningson
Title: Director

LEAR CORPORATION (UK) LIMITED

By: /s/ Martin Henningson
Name: Martin Henningson
Title: Director

LEAR CORPORATION MEXICO, S. DE R.L. DE C.V.

By: /s/ James M. Brackenbury
Name: James M. Brackenbury
Title: President

JPMORGAN CHASE BANK, N.A., as General Administrative Agent and as a Lender

By: /s/ Douglas Jenks
Name: Douglas Jenks
Title: Managing Director

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

FREEPORT LOAN TRUST 2006-1
(Name of Lender)

By: Freeport Financial LLC

By: /s/ Colin M. Lancaster
Name: Colin M. Lancaster
Title: Vice President

Pyramis High Yield Bond Commingled Pool, By: Pyramis Global Advisors Trust Company, as Trustee for Pyramis High Yield Bond Commingled Pool

By: /s/ David Cesorio
Name: David Cesorio
Title: VP

General Motors Trust Bank, National Association, By: Pyramis Global Advisors Trust Company, as Investment Manager Under Power of Attorney

By: /s/ David Cesorio
Name: David Cesorio
Title: VP

Fidelity Central Investment Portfolios LLC: Fidelity Specialized High Income Central Investment Portfolio

By: /s/ Paul Murphy
Name: Paul Murphy
Title: Assistant Treasurer

Fidelity Advisor Series I: Fidelity Advisor High Income Fund

By: /s/ Paul Murphy
Name: Paul Murphy
Title: Assistant Treasurer

Fidelity Summer Street Trust: Fidelity Focused High
Income Fund

By: /s/ Paul Murphy
Name: Paul Murphy
Title: Assistant Treasurer

Fidelity Income Fund: Fidelity Total Bond Fund

By: /s/ Paul Murphy
Name: Paul Murphy
Title: Assistant Treasurer

Fidelity Central Investment Portfolios LLC: Fidelity High Income Central Investment Portfolio 1

By: /s/ Paul Murphy
Name: Paul Murphy
Title: Assistant Treasurer

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Variable Insurance Products Fund: High Income Portfolio

By: /s/ Paul Murphy
Name: Paul Murphy
Title: Assistant Treasurer

SG Finance Inc
(Name of Lender)

By: /s/ Rahul Verma
Name: Rahul Verma
Title: Director

Aberdeen Loan Funding Ltd.
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc., Its General Partner

[ILLEGIBLE]
(Name of Lender)

By: /s/ Michael Pusateri
Name: Michael Pusateri
Title: Chief Operating Officer

Armstrong Loan Funding, LTD.
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc., Its General Partner

[ILLEGIBLE]
(Name of Lender)

By: /s/ Michael Pusateri
Name: Michael Pusateri
Title: Chief Operating Officer

Brantwood CLO Ltd.
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner

[ILLEGIBLE]
(Name of Lender)

By: /s/ Michael Pusateri
Name: Michael Pusateri
Title: Chief Operating Officer

Eastland CLO, Ltd.
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner

[ILLEGIBLE]
(Name of Lender)

By: /s/ Michael Pusateri
Name: Michael Pusateri
Title: Chief Operating Officer

Grayson CLO, Ltd.
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner

[ILLEGIBLE]
(Name of Lender)

By: /s/ Michael Pusateri
Name: Michael Pusateri
Title: Chief Operating Officer

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Greenbriar CLO, Ltd.
By: Highland Capital Management, L.P., As Collateral Manager
By: Strand Advisors, Inc.
Its General Partner

[ILLEGIBLE]
(Name of Lender)

By: /s/ Michael Pusateri
Name: Michael Pusateri
Title: Chief Operating Officer

Red River CLO Ltd.
By: Highland Capital Management, L.P.
As Collateral Manager
By: Strand Advisors, Inc., Its General Partner

[ILLEGIBLE]
(Name of Lender)

By: /s/ Michael Pusateri
Name: Michael Pusateri
Title: Chief Operating Officer

Rockwall CDO LTD.
By: Highland Capital Management, L.P.
As Collateral Manager
By: Strand Advisors, Inc., Its General Partner

[ILLEGIBLE]
(Name of Lender)

By: /s/ Michael Pusateri
Name: Michael Pusateri
Title: Chief Operating Officer

Rockwall CDO II Ltd.
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner

[ILLEGIBLE]
(Name of Lender)

By: /s/ Michael Pusateri
Name: Michael Pusateri
Title: Chief Operating Officer

Westchester CLO, Ltd
By: Highland Capital Management, L.P., As Collateral Servicer
By: Strand Advisors, Inc., Its General Partner

[ILLEGIBLE]
(Name of Lender)

By: /s/ Michael Pusateri
Name: Michael Pusateri
Title: Chief Operating Officer

Floating Rate Senior Loan Funding I LLC

By: Golub Capital Management LLC, as Collateral Manager

By: /s/ Cora M. Gallagher
Name: Cora M. Gallagher
Title: Authorized Signatory

Bank of China, New York Branch

By: /s/ William Warren Smith
Name: William Warren Smith
Title: Chief Lending Officer

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

MORGAN STANLEY SENIOR FUNDING, INC.
(Name of Lender)

By: /s/ John Rogers
Name: John Rogers
Title: Authorized Signatory

[WhiteHorse I, Ltd]

By: WhiteHorse Capital Partners, L.P.
As Collateral Manager

[WhiteHorse IV, Ltd]

By: WhiteHorse Capital Partners, L.P.
As Collateral Manager

WhiteHorse Capital Partners, L.P.

By: WhiteRock Asset Advisors, LLC
As General Partner

By: /s/ Ethan Underwood
Name: Ethan Underwood
Title: Portfolio Manager

By: Callidus Debt Partners CLO Fund II, Ltd.
By: Its Collateral Manager,
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg
Name: Ira Ginsburg
Title: Principal

By: Callidus Debt Partners CLO Fund IV Ltd.
By: Its Collateral Manager,
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg
Name: Ira Ginsburg
Title: Principal

By: Callidus Debt Partners CLO Fund V, Ltd.
By: Its Collateral Manager
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg
Name: Ira Ginsburg
Title: Principal

By: Callidus Debt Partners CLO Fund VI, Ltd.
By: Its Collateral Manager
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg
Name: Ira Ginsburg
Title: Principal

SILVERADO CLO 2006-II LIMITED

By: New York Life Investment Management LLC,
As Portfolio Manager and Attorney-in-Fact

By: /s/ F. David Melka
Name: F. David Melka
Title: Director

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

BAYERISCHE HYPO-UND VEREINSBANK AG,
NEW YORK BRANCH

By: /s/ Ken Hamilton
Name: Ken Hamilton
Title: Director

By: /s/ Richard Cordover
Name: Richard Cordover
Title: Director

COMERICA BANK
(Name of Lender)

By: /s/ Dan Roman
Name: Dan Roman
Title: Senior Vice President

COLUMBUS PARK CDO LTD.
By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

RIVERSIDE PARK CLO LTD.
By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

INWOOD PARK CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

LAFAYETTE SQUARE CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

LOAN FUNDING VI LLC,
for itself or as agent for Corporate Loan Funding VI LLC

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

PROSPECT PARK CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

UNION SQUARE CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

ESSEX PARK CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

Fraser Sullivan CLO I Ltd.
By: Fraser Sullivan Investment Management, LLC,
As Collateral Manager

By: /s/ John W. Fraser
Name: John W. Fraser
Title: Managing Partner

Fraser Sullivan CLO II Ltd.
By: Fraser Sullivan Investment Management, LLC,
As Collateral Manager

By: /s/ John W. Fraser
Name: John W. Fraser
Title: Managing Partner

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Pioneer Floating Rate Fund
Pioneer Institutional Solutions — Credit Opportunities

By: Pioneer Investment Management, Inc.,
its advisor

By: /s/ Margaret C. Begley
Name: Margaret C. Begley
Title: VP and Associate General Counsel

Montpelier Investments Holdings Ltd.

By: Pioneer Institutional Asset Management, Inc.,
its advisor

By: /s/ Margaret C. Begley
Name: Margaret C. Begley
Title: VP and Associate General Counsel

Dryden XI — Leveraged Loan [ILLEGIBLE]
(Name of Lender)

By: Prudential Investment Management Inc., as Collateral Manager
Name: Stephen J. Collins
Title: VP

Dryden XVI — Leveraged Loan [ILLEGIBLE]
(Name of Lender)

By: Prudential Investment Management Inc., as Collateral Manager
Name: Stephen J. Collins
Title: VP

Dryden XVIII — Leveraged Loan [ILLEGIBLE]
(Name of Lender)

By: Prudential Investment Management Inc., as Collateral Manager
Name: Stephen J. Collins
Title: VP

Dryden XXI — Leveraged Loan [ILLEGIBLE]
(Name of Lender)

By: Prudential Investment Management Inc., as Collateral Manager
Name: Stephen J. Collins
Title: VP

Dryden V — Leveraged Loan [ILLEGIBLE]
(Name of Lender)

By: Prudential Investment Management Inc., as Collateral Manager
Name: Stephen J. Collins
Title: VP

Loan Funding V, LLC for itself [ILLEGIBLE] Loan Funding V LLC
(Name of Lender)

By: Prudential Investment Management Inc., as Portfolio Manager
Name: Stephen J. Collins
Title: VP

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Dryden VII — Leveraged Loan [ILLEGIBLE]
(Name of Lender)

By: Prudential Investment Management Inc., as Collateral Manager
Name: Stephen J. Collins
Title: VP

Dryden VIII — Leveraged Loan [ILLEGIBLE]
(Name of Lender)

By: Prudential Investment Management Inc., as Collateral Manager
Name: Stephen J. Collins
Title: VP

Dryden IX — Senior Loan [ILLEGIBLE]
(Name of Lender)

By: Prudential Investment Management Inc., as Collateral Manager
Name: Stephen J. Collins
Title: VP

STYX PARTNERS, L.P.
By: Styx Associates LLC
its General Partner

By: /s/ Kevin Genda
Name: Kevin Genda
Title: Senior Managing Director

GULF STREAM-COMPASS CLO 2005-II LTD
By: Gulf Stream Asset Management LLC
As Collateral Manager

GULF STREAM-SEXTANT CLO 2006-I LTD
By: Gulf Stream Asset Management LLC
As Collateral Manager

GULF STREAM-RASHINBAN CLO 2006-I LTD
By: Gulf Stream Asset Management LLC
As Collateral Manager
(Sumitomo Deal)

(Name of Lender)

By: /s/ Barry K. Love
Name: Barry K. Love
Title: Chief Credit Officer

The Northwestern Mutual Life insurance Company

(Name of Lender)

By: /s/ Steven P. Swanson
Name: Steven P. Swanson
Title: Managing Director

Swiss Re Financial Products Corp.
(Name of Lender)

By: /s/ ANDREAS GOCKSCH
Name: ANDREAS GOCKSCH
Title: Director
Swiss Re Financial Products Corporation

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

NAVIGATOR CDO 2003, LTD., as a Lender

By: GE Asset Management Inc., as Collateral Manager

By: /s/ John Campos
Name: John Campos
Title: Authorized Signatory

NAVIGATOR CDO 2004, LTD., as a Lender

By: GE Asset Management Inc., as Collateral Manager

By: /s/ John Campos
Name: John Campos
Title: Authorized Signatory

NAVIGATOR CDO 2005, LTD., as a Lender

By: GE Asset Management Inc., as Collateral Manager

By: /s/ John Campos
Name: John Campos
Title: Authorized Signatory

GENERAL ELECTRIC PENSION TRUST, as a Lender

By: GE Asset Management Inc., as Collateral Manager

By: /s/ John Campos
Name: John Campos
Title: Authorized Signatory

Waveland — INGOTS, LTD.

By: Pacific Investment Management Company LLC,
as its Investment Advisor

By: /s/ Arthur Y.D. Ong
Arthur Y.D. Ong
Executive Vice President

Loan Funding III (Delaware) LLC

By: Pacific Investment Management Company LLC,
as its Investment Advisor

By: /s/ Arthur Y.D. Ong
Arthur Y.D. Ong
Executive Vice President

Southport CLO, Limited

By: Pacific Investment Management Company LLC,
as its Investment Advisor

By: /s/ Arthur Y.D. Ong
Arthur Y.D. Ong
Executive Vice President

Fairway Loan Funding Company

By: Pacific Investment Management Company LLC,
as its Investment Advisor

By: /s/ Arthur Y.D. Ong
Arthur Y.D. Ong
Executive Vice President

Mayport CLO Ltd.

By: Pacific Investment Management Company LLC,
as its Investment Advisor

By: /s/ Arthur Y.D. Ong
Arthur Y.D. Ong
Executive Vice President

FEINGOLD O'KEEFFE CAPITAL, LLC
As Collateral Manager for
Avery Street CLO, Ltd.

(Name of Lender)

By: /s/ Scott Darsi
Name: Scott Darsi
Title: Port Manager

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

SunTrust Bank
(Name of Lender)

By: /s/ Amanda K Parks
Name: Amanda Parks
Title: SVP

Wells Fargo Bank, N.A.

By: /s/ Neil Arreola
Name: Neil Arreola
Title: Vice President

Nuveen Floating Rate Income Opportunity Fund
(Name of Lender)

By: Symphony Asset Management, LLC

By: /s/ James Kim
Name: James Kim
Title: Associate Portfolio Manager

Symphony CLO I
(Name of Lender)

By: Symphony Asset Management, LLC

By: /s/ James Kim
Name: James Kim
Title: Associate Portfolio Manager

Symphony CLO II
(Name of Lender)

By: Symphony Asset Management, LLC

By: /s/ James Kim
Name: James Kim
Title: Associate Portfolio Manager

The Hartford Mutual Funds, Inc., on behalf of
The Hartford Floating Rate Fund
By Hartford Investment Management
Company, its Sub-advisor

By: /s/ Carlos Fegel
Name: Carlos Fegel
Title: SVP

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Hartford Series Fund, Inc., on behalf of Hartford
High Yield HLS Fund
By: Hartford Investment Management Company, its Sub-advisor

By: /s/ Carlos Fegel
Name: Carlos Fegel
Title: SVP

The Hartford Mutual Funds, Inc., on behalf of The Hartford High Yield Fund
By: Hartford Investment Management Company, its Sub-advisor

By: /s/ Carlos Fegel
Name: Carlos Fegel
Title: SVP

Hartford Life and Accident Insurance Company

By: Hartford Investment Management Company its Agent and Attorney-in-fact

By: /s/ Carlos Fegel
Name: Carlos Fegel
Title: SVP

The Hartford Mutual Funds, Inc., on behalf of The Hartford Strategic Income Fund
By: Hartford Investment Management Company its Investment Manager

By: /s/ Carlos Fegel
Name: Carlos Fegel
Title: SVP

Hartford Institutional Trust, on behalf of its Floating Rate Bank Loan Series
By: Hartford Investment Management Company, its
Investment Manager

By: /s/ Carlos Fegel
Name: Carlos Fegel
Title: SVP

Hartford Series Fund, Inc., on behalf of Hartford Total Return Bond HLS Fund
By Hartford Investment Management Company, its Subadvisor

By: /s/ Carlos Fegel
Name: Carlos Fegel
Title: SVP

The Hartford Mutual Funds, Inc., on behalf of
The Hartford Income Fund
By Hartford Investment Management
Company, its Subadvisor

By: /s/ Carlos Fegel
Name: Carlos Fegel
Title: SVP

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

The Hartford Mutual Funds, Inc., on behalf of
The Hartford Total Return Bond Fund
By Hartford Investment Management Company,
Its Subadvisor

By: /s/ Carlos Fegel
Name: Carlos Fegel
Title: SVP

State Board of Administration of Florida

By: Hartford Investment Management Company,
Its Investment Manager

By: /s/ Carlos Fegel
Name: Carlos Fegel
Title: SVP

The Investment and Administrative Committee of The Walt Disney Company Sponsored Qualified Benefit
Plans and Key Employees Deferred Compensation and Retirement Plan

By: Hartford Investment Management Company
Its Investment Manager

By: /s/ Carlos Fegel
Name: Carlos Fegel
Title: SVP

Sanford C. Bernstein Funds, Inc. — Intermediate Duration Portfolio,

(Name of Lender)

By: /s/ AllianceBernstein L.P., as manager
Name: Michael E. Sohr
Title: Senior Vice President

Sanford C. Bernstein Funds Inc. II — Intermediate Duration Institutional Portfolio,

(Name of Lender)

By: /s/ AllianceBernstein L.P., as manager
Name: Michael E. Sohr
Title: Senior Vice President

Oregon State Treasury,

(Name of Lender)

By: /s/ AllianceBernstein L.P., as manager
Name: Michael E. Sohr
Title: Senior Vice President

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AllianceBernstein Global Bond Fund,

(Name of Lender)

By: /s/ AllianceBernstein L.P., as manager
Name: Michael E. Sohr
Title: Senior Vice President

KKR Financial CLO 2005-1, Ltd.
(Name of Lender)

By: /s/ Sarah E. Brucks
Name: Sarah E. Brucks
Title: Authorized Signatory

KKR Financial CLO 2005-2, Ltd.
(Name of Lender)

By: /s/ Sarah E. Brucks
Name: Sarah E. Brucks
Title: Authorized Signatory

KKR Financial CLO 2006-1, Ltd.
(Name of Lender)

By: /s/ Sarah E. Brucks
Name: Sarah E. Brucks
Title: Authorized Signatory

KKR Financial CLO 2007-1, Ltd.
(Name of Lender)

By: /s/ Sarah E. Brucks
Name: Sarah E. Brucks
Title: Authorized Signatory

KKR Financial CLO 2007-A, Ltd.
(Name of Lender)

By: /s/ Sarah E. Brucks
Name: Sarah E. Brucks
Title: Authorized Signatory

KKR Financial CLO 2009-1, Ltd.
(Name of Lender)

By: /s/ Sarah E. Brucks
Name: Sarah E. Brucks
Title: Authorized Signatory

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Oregon Public Employees Retirement Fund
(Name of Lender)

By: /s/ Sarah E. Brucks
Name: Sarah E. Brucks
Title: Authorized Signatory

UBS Loan Finance LLC

By: /s/ Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director

By: /s/ Marie Haddad
Name: Marie Haddad
Title: Associate Director

CITIBANK, N. A.
(Name of Lender)

By: /s/ Brian Blessing
Name: Brian Blessing
Title: Attorney-in-Fact

Carlyle High Yield Partners IV, Ltd.
(Name of Lender)

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

Carlyle High Yield Partners VI, Ltd.
(Name of Lender)

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

Carlyle High Yield Partners VII, Ltd.
(Name of Lender)

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

Carlyle High Yield Partners X, Ltd.
(Name of Lender)

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

Carlyle Credit Partners Financing I, Ltd.
(Name of Lender)

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

Carlyle High Yield Partners 2008-I, Ltd.
(Name of Lender)

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

Carlyle High Yield Partners VIII, Ltd
(Name of Lender)

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

Carlyle High Yield Partners IX, Ltd.
(Name of Lender)

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

MERRILL LYNCH CAPITAL SERVICES, INC.

By: /s/ Seth Denson
Name: Seth Denson
Title: Vice President

GOLDMAN SACHS LENDING PARTNERS LLC

By: /s/ Andrew Caditz
Name: Andrew Caditz
Title: Authorized Signatory

Signature page to Third Amendment and Waiver dated as of May 13, 2009 to the Lear Corporation Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

[ILLEGIBLE]

(Name of Lender)

By: /s/ David H. Lerner
Name: David H. Lerner
Title: Authorized Signatory

[ILLEGIBLE]

(Name of Lender)

By: /s/ David H. Lerner
Name: David H. Lerner
Title: Authorized Signatory

Genesis CLO 2007-1 Ltd.

(Name of Lender)

By: Ore Hill Partners LLC
Its: Investment Advisor

By: /s/ Claude A. Baum, Esq.
Name: Claude A. Baum, Esq.
Title: General Counsel
Ore Hill Partners LLC

KINGSLAND V, LTD.
By: Kingsland Capital Management, LLC
as Manager

By: /s/ Vincent Siino
Name: Vincent Siino
Title: Authorized Officer

KINGSLAND IV, LTD.
By: Kingsland Capital Management, LLC
as Manager

By: /s/ Vincent Siino
Name: Vincent Siino
Title: Authorized Officer

KINGSLAND III, LTD.
By: Kingsland Capital Management, LLC
as Manager

By: /s/ Vincent Siino
Name: Vincent Siino
Title: Authorized Officer

KINGSLAND II, LTD.
By: Kingsland Capital Management, LLC
as Manager

By: /s/ Vincent Siino
Name: Vincent Siino
Title: Authorized Officer

Gallatin Funding I, Ltd.
By: UrsaMine Credit Advisors, LLC
as its Collateral Manager

(Name of Lender)

By: /s/ Niall D. Rosenzweig
Name: Niall D. Rosenzweig
Title: President

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Grayston CLO II 2004 -1, LTD
By: UrsaMine Credit Advisors, LLC
as its Collateral Manager

(Name of Lender)

By: /s/ Niall D. Rosenzweig
Name: Niall D. Rosenzweig
Title: President

Gallatin CLO II 2005-1, LTD
By: UrsaMine Credit Advisors, LLC
as its Collateral Manager

(Name of Lender)

By: /s/ Niall D. Rosenzweig
Name: Niall D. Rosenzweig
Title: President

Gallatin CLO III 2007-1, LTD
As Assignee
By: UrsaMine Credit Advisors, LLC
as its Collateral Manager

(Name of Lender)

By: /s/ Niall D. Rosenzweig
Name: Niall D. Rosenzweig
Title: President

Bear Stearns Loan Trust
By: UrsaMine Credit Advisors, LLC
as its attorney-in-fact

(Name of Lender)

By: /s/ Niall D. Rosenzweig
Name: Niall D. Rosenzweig
Title: President

MARLBOROUGH STREET CLO, LTD.,

By its Collateral Manager, Massachusetts Financial Services Company (MLX)

By: [ILLEGIBLE]
As authorized representative and not individually

Sankaty Advisors, LLC as Collateral Manager for AVERY POINT CLO, LTD., as Term Lender

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Sankaty Advisors, LLC as Collateral Manager for Castle Hill I - INGOTS, Ltd., as Term Lender

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Sankaty Advisors, LLC as Collateral Manager for Loan Funding XI LLC, As Term Lender

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

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Chatham Light II CLO, Limited, by Sankaty Advisors LLC, as Collateral Manager

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Katonah III, Ltd. by Sankaty Advisors LLC as Sub-Advisors

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Katonah IV, Ltd. by Sankaty Advisors, LLC as Sub-Advisors

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Sankaty Advisors, LLC as Collateral Manager for Race Point CLO, Limited, as Term Lender

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Sankaty Advisors, LLC as Collateral Manager for Race Point II CLO, Limited, as Term Lender

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Sankaty Advisors, LLC as Collateral Manager for Race Point III CLO, Limited, as Term Lender

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Race Point IV CLO, Ltd
By: Sankaty Advisors, LLC
as Collateral Manager

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

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Sankaty High Yield Partners II, L.P.

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

Sankaty High Yield Partners III, L.P.

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

SSS Funding II
By: Sankaty Advisors, LLC
as Collateral Manager

(Name of Lender)

By: /s/ Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

FIRST 2004-I CLO, LTD.
By: TCW Asset Management Company,
its Collateral Manager

By: /s/ Stephen Suo
Stephen Suo
Senior Vice President

By: /s/ Edison Hwang
Edison Hwang
Vice President

FIRST 2004-II CLO LIMITED
By: TCW Asset Management Company,
as its Collateral Manager

By: /s/ Stephen Suo
Stephen Suo
Senior Vice President

By: /s/ Edison Hwang
Edison Hwang
Vice President

MAC CAPITAL, LTD.
By: TCW Asset Management Company as its
Portfolio Manager

By: /s/ Stephen Suo
Stephen Suo
Senior Vice President

By: /s/ Edison Hwang
Edison Hwang
Vice President

MOMENTUM CAPITAL FUND, LTD.
By: TCW Asset Management Company as its
Portfolio Manager

By: /s/ Stephen Suo
Stephen Suo
Senior Vice President

By: /s/ Edison Hwang
Edison Hwang
Vice President

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LOAN FUNDING I LLC,
a wholly owned subsidiary of Citibank, N.A.

By: TCW Asset Management Company,
as portfolio manager of Loan Funding I LLC

By: /s/ Stephen Suo
Stephen Suo
Senior Vice President

By: /s/ Edison Hwang
Edison Hwang
Vice President

TCW SELECT LOAN FUND, LIMITED

By: TCW Asset Management Company,
as its Collateral Manager

By: /s/ Stephen Suo
Stephen Suo
Senior Vice President

By: /s/ Edison Hwang
Edison Hwang
Vice President

TCW Senior Secured Floating Rate Loan Fund, L.P.

By: TCW Asset Management Company as its Investment

By: /s/ Stephen Suo
Stephen Suo
Senior Vice President

By: /s/ Edison Hwang
Edison Hwang
Vice President

TCW Senior Secured Loan Fund, LP

By: TCW Asset Management Company, as its Investment Advisor

By: /s/ Stephen Suo
Stephen Suo
Senior Vice President

By: /s/ Edison Hwang
Edison Hwang
Vice President

VELOCITY CLO LIMITED

By: TCW Asset Management Company,
as Collateral Manager

By: /s/ Stephen Suo
Stephen Suo
Senior Vice President

By: /s/ Edison Hwang
Edison Hwang
Vice President

VITESSE CLO LTD.

By: TCW Asset Management Company as its
Portfolio Manager

By: /s/ Stephen Suo
Stephen Suo
Senior Vice President

By: /s/ Edison Hwang
Edison Hwang
Vice President

KOHLBERG CAPITAL CORPORATION

By: /s/ Daniel Gilligan
Name: Daniel Gilligan
Title: Authorized Signatory
Kohlberg Capital Corporation

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KATONAH VII CLO LTD.

By: /s/ Daniel Gilligan
Name: Daniel Gilligan
Title: Authorized Officer
Katonah Debt Advisors, L.L.C. As Manager

KATONAH IX CLO LTD.

By: /s/ Daniel Gilligan
Name: Daniel Gilligan
Title: Authorized Officer
Katonah Debt Advisors, L.L.C. As Manager

KATONAH X CLO LTD.

By: /s/ Daniel Gilligan
Name: Daniel Gilligan
Title: Authorized Officer
Katonah Debt Advisors, L.L.C. As Manager

BANK OF AMERICA, N.A.

By: /s/ Jonathan M. Barnes
Name: Jonathan M. Barnes
Title: Vice President

Term loan position only.

BALTIC FUNDING LLC
(Name of Lender)

By: /s/ Tara E. Kenny
Name: Tara E. Kenny
Title: Assistant Vice president

Lord Abbett Investment Trust–Lord Abbett Floating Rate Fund

By: /s/ Elizabeth O. MacLean
Name: Elizabeth O. MacLean
Title: Portfolio Manager

Golden Knight II CLO, Ltd.

By: /s/ Elizabeth O. MacLean
Name: Elizabeth O. MacLean
Title: Portfolio Manager

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MERRILL LYNCH BANK USA

By: /s/ David Millett
Name: David Millett
Title: Vice President

BNP Paribas

By: /s/ Michael Shryock
Name: Michael Shryock
Title: Managing Director

By: /s/ Andrew Strait
Name: Andrew Strait
Title: Managing Director

Fifth Third Bank, a Michigan Banking Corporation

By: /s/ Brian Jelinski
Name: Brian Jelinski
Title: Assistant Vice President

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ARES ENHANCED LOAN INVESTMENT STRATEGY IR-B LTD.

By: ARES ENHANCED LOAN MANAGEMENT IR-B, L.P., as Portfolio Manager

By: Ares Enhanced Loan IR-B GP, LLC, as its General Partner

By: Ares Management LLC, as its Manager

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

ARES XI CLO Ltd.

By: ARES CLO MANAGEMENT XI, L.P.

By: ARES CLO GP XI LLC, ITS GENERAL PARTNER

By: ARES MANAGEMENT LLC, ITS MANAGER

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

Ares X CLO Ltd.

By: Ares CLO Management X, L.P., Investment Manager

By: Ares CLO GP X, LLC, Its General Partner

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

Ares VII CLO Ltd.

By: Ares CLO Management VII, L.P., Investment Manager

By: Ares CLO GP VII, LLC, Its General Partner

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

Ares VIII CLO Ltd.

By: Ares CLO Management VIII, L.P., Investment Manager

By: Ares CLO GP VIII, LLC, Its General Partner

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

CONFLUENT 2 LIMITED
By: Ares Private Account Management I, L.P., as Sub-Manager

By: Ares Private Account Management I GP, LLC, as General Partner

By: Ares Management LLC as Manager

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

ARES ENHANCED LOAN INVESTMENT STRATEGY IR LTD.

By: ARES ENHANCED LOAN MANAGEMENT IR, L.P., as Portfolio Manager

By: Ares Enhanced Loan IR GP, LLC, as its General Partner

By: Ares Management LLC, as its Manager

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

Ares VR CLO Ltd.

By: Ares CLO Management VR, L.P., Investment Manager

By: Ares CLO GP VR, LLC, Its General Partner

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

Ares VIR CLO Ltd.

By: Ares CLO Management IX, L.P., Investment Manager

By: Ares CLO GP VIR, LLC, Its General Partner

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

Ares IX CLO Ltd.

By: Ares CLO Management IX, L.P., Investment Manager

By: Ares CLO GP IX, LLC, Its General Partner

By: Ares Management LLC, Its Managing Member

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

Global Loan Opportunity Fund B.V.

By: Ares Management Limited, Its Portfolio Manager

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

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Apidos CDO I
By Apidos Capital Management, LLC its investment adviser

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

Apidos CDO II
By Apidos Capital Management, LLC its investment adviser

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

Apidos CDO III
By Apidos Capital Management, LLC its investment adviser

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

Apidos CDO IV
By Apidos Capital Management, LLC its investment adviser

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

Apidos CDO V
By Apidos Capital Management, LLC its investment adviser

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

Apidos Quattro CDO
By Apidos Capital Management, LLC its investment adviser

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Managing Director

Genesis CLO 2007-2 LTD
(Name of Lender)

by LLCP Advisors LLC as Collateral Manager

By: /s/ Tejs Braberg
Name: Tejs Braberg
Title: Officer

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BLACK DIAMOND CLO 2006-1 (CAYMAN), Ltd.
By: Black Diamond CLO 2006-1 Adviser, L.L.C.
As Its Collateral Manager

(Name of Lender)

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

BLACK DIAMOND CLO 2005-2 Ltd.
By: Black Diamond CLO 2005-2 Adviser, L.L.C.,
As its Collateral Manager

(Name of Lender)

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

BLACK DIAMOND CLO 2005-1 Ltd.
By: Black Diamond CLO 2005-1 Adviser, L.L.C.,
As its Collateral Manager

(Name of Lender)

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

Black Diamond International Funding, Ltd.
By: BDCM Fund Adviser, L.L.C.
As Its Collateral Manager

(Name of Lender)

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

SCOGGIN CAPITAL MANAGEMENT, LP II
(Name of Lender)

By: [ILLEGIBLE]
Name:
Title:

Scoggin Capital Management, LP II

By: SAI Partners, LP the general partner

By: Scoggin, Inc. the general partner

By:

SCOGGIN INTERNATIONAL FUND, LTD
(Name of Lender)

Scoggin, LLC Its: Investment manager

By: [ILLEGIBLE]
Name:
Title:

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as of May 13, 2009 to the Lear Corporation Amended
and Restated Credit and Guarantee Agreement, dated as of April 25, 2006

SCOGGIN WORLDWIDE FUND, LTD.
(Name of Lender)

By: [ILLEGIBLE]
Name: [ILLEGIBLE]
Title:

Scoggin Worldwide Fund Ltd.
By: Old Bellows Partners LP its Investment Manager
By: Old Bell Associates LLC its General Partner
By: A. Dev Chodry

SKANDINAVISKA ENSKILDA
BANKEN AB (Publ)

By: /s/ Michael I Dicks
Name: Michael I Dicks
Title:

/s/ Krissy Rands
Krissy Rands

Bank of America, N.A.

By: /s/ Chas McDonell
Name: Chas McDonell
Title: Senior Vice President

CREDIT SUISSE, CAYMAN ISLANDS BRANCH

By: /s/ Didier Siffer
Name: Didier Siffer
Title: Managing Director

By: /s/ Bryan Matthews
Name: Bryan Matthews
Title: Director

CITIBANK, NA

By: /s/ Wayne Beckmann
Name: Wayne Beckmann
Title: Managing Director — Citibank, N.A.
Global Autos and Industrials Dept.
388 Greenwich Street/23rd PL
Ph: 212–816–5566

Exhibit 10.3

LEAR CORPORATION
OUTSIDE DIRECTORS COMPENSATION PLAN

As Amended and Restated Effective January 1, 2009

(Conformed Copy through First Amendment)

LEAR CORPORATION
OUTSIDE DIRECTORS COMPENSATION PLAN

Article 1. Establishment, Objectives and Duration

1.1 Amendment and Restatement of Plan. Lear Corporation, a Delaware corporation, hereby amends and restates the compensation plan for non-employee directors known as the "Lear Corporation Outside Directors Compensation Plan" (hereinafter referred to as the "Plan"), as set forth in this document.

1.2 Plan Objectives. The objectives of the Plan are to give the Company an advantage in attracting and retaining Outside Directors and to link the interests of Outside Directors to those of the Company's stockholders.

1.3 Duration of the Plan. The Plan commenced on January 1, 2004 and will remain in effect until the Board of Directors terminates it pursuant to Section 9.1.

Article 2. Definitions

The following defined terms have the meanings set forth below:

"Accounts" means an Outside Director's Stock Account and Interest Account.

"Affiliate" means any person that, directly or indirectly, is in control of, is controlled by, or is under common control with, the Company.

"Annual Retainer" means the retainer fee established by the Board in accordance with Section 5.1 and paid to an Outside Director for services performed as a member of the Board of Directors for a Plan Year.

"Beneficiary" means the person entitled under Section 6.6 to receive payment of the balances remaining in an Outside Director's Accounts in case the Outside Director dies before the entire balances in those Accounts have been paid.

"Board" or **"Board of Directors"** means the Board of Directors of the Company.

"Change in Control" of the Company will be deemed to have occurred (as of a particular day, as specified by the Board) as of the first day any one or more of the following paragraphs is satisfied:

(a) any person (other than the Company or a trustee or other fiduciary holding securities under an employee benefit plan of the Company, or 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) becomes the beneficial owner, directly or indirectly, of securities of the Company, representing more than twenty percent (twenty-five percent for all Restricted Units awarded and all compensation initially deferred under the Plan on or after January 1, 2007) of the combined voting power of the Company's then outstanding securities;

(b) during any period of twenty-six consecutive months (not including any period prior to the Effective Date), individuals who at the beginning of that period constitute the Board (and any new Directors whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the period or whose election or nomination for election was so approved) cease for any reason (except for death, disability or voluntary retirement) to constitute a majority of the Board; or

(c) the stockholders of the Company approve: (i) a plan of complete liquidation or dissolution of the Company; (ii) an agreement for the sale or disposition of all or substantially all the Company's assets; or (iii) a merger, consolidation or reorganization of the Company with or involving any other corporation, other than a merger, consolidation or reorganization that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least eighty percent (seventy-five percent for all Restricted Units awarded and all compensation initially deferred under the Plan on or after January 1, 2007) of the combined voting power of the voting securities of the Company (or the surviving entity) outstanding immediately after the merger, consolidation, or reorganization.

Notwithstanding the foregoing, to the extent necessary to avoid subjecting Outside Directors to interest and additional tax under Section 409A of the Code, no "Change in Control" will be deemed to occur unless and until paragraph (a), (b) or (c), above, is satisfied and Section 409A(a)(2)(A)(v) of the Code is satisfied.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor to it.

"Committee Meeting Fee" means the fee established by the Board in accordance with Section 5.1 and paid to an Outside Director for each attendance at a meeting of a Board committee (including telephonic meetings but excluding execution of unanimous written consents).

"Common Stock Fair Market Value" means the average of the high and low prices of publicly traded Shares on the national exchange on which the Shares are listed as of a particular date.

“Company” means Lear Corporation, a Delaware corporation, and any successor thereto as provided in Section 9.3.

“Deferral Election” has the meaning ascribed to it in Section 6.1.

“Deferral Fair Market Value” means the average of the high and low prices of publicly traded Shares on the national exchange on which the Shares are listed.

“Director” means any individual who is a member of the Board of Directors.

“Disability” means the individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

“Effective Date” has the meaning ascribed to it in Section 8.1.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, or any successor to it.

“Grandfathered Account” means the portion of an Account attributable to compensation that was deferred and vested as of December 31, 2004.

“Grant Date” means has the meaning ascribed to it in Section 5.2.

“Grant Date Fair Market Value” means the average of the high and low prices of publicly traded Shares on the national exchange on which the Shares are listed on the date on which the Restricted Units are granted.

“Installment Payment” has the meaning ascribed to it in Section 5.1.

“Interest Account” means the portion of an Outside Director’s Account to which credits are made under Section 6.4.

“Meeting Fee” means the fee established by the Board in accordance with Section 5.1 and paid to an Outside Director for each attendance at a meeting of the Board of Directors (including telephonic meetings but excluding execution of unanimous written consents).

“Nongrandfathered Account” means the portion of an Account that is not a Grandfathered Account.

“Outside Director” means a Director who, at the time in question, is not an employee of the Company or any of its Affiliates.

“Plan” has the meaning ascribed to it in Section 1.1.

“Plan Year” means the 12 month period beginning on January 1 and ending on the next following December 31.

“Plan Year Accounts” for a given Plan Year means the portion of a Participant’s Accounts attributable to compensation deferred for such Plan Year.

“Plan Year Interest Account” for a given Plan Year means the portion of a Participant’s Interest Account attributable to compensation deferred for such Plan Year.

“Plan Year Stock Account” for a given Plan Year means the portion of a Participant’s Stock Account attributable to compensation deferred for such Plan Year.

“Presiding Director” means the Outside Director selected by the other Outside Directors as the presiding Director at meetings of the Outside Directors held in accordance with applicable rules of any securities exchange on which the Company’s securities are listed.

“Restricted Grant” means a grant made pursuant to Section 5.2 that is subject to vesting and other restrictions as set forth in Article 7.

“Restricted Unit” means a Stock Unit that is subject to vesting and other restrictions as set forth in Article 7, as in effect prior to March 24, 2009.

“Retirement” means a Separation from Service (a) upon or after attaining 70 years of age, or (b) upon or after serving six years as a Director, or (c) upon such other circumstances that the Board, in its sole discretion, affirmatively determines not to be adverse to the best interests of the Company.

“Separation from Service” or “Separate from Service” means ceasing to be a Director of the Company for any reason. Notwithstanding anything to the contrary, the determination of whether an individual has had a Separation from Service will be made in accordance with Code Section 409A and the regulations thereunder.

“Shares” means the shares of common stock, $.01 par value, of the Company, including their associated preferred share purchase rights.

“Stock Account” means the portion of an Outside Director’s Account to which Stock Units are credited.

“Stock Unit” means a notional Share credited under Section 6.3 to the account of an Outside Director and payable in cash.

“Termination Date” means the date on which an Outside Director has a Separation from Service.

“Vesting Date” means the original date on which the value of a Restricted Unit is scheduled to be distributed.

Article 3. Administration

3.1 The Board of Directors. The Plan will be administered by the Board of Directors. The Board of Directors will act by a majority of its members at the time in office and eligible to vote on any particular matter, and may act either by a vote at a meeting or in writing without a meeting.

3.2 Authority of the Board of Directors. Except as limited by law and subject to the provisions herein, the Board of Directors has full power to: construe and interpret the Plan and any agreement or instrument entered into under the Plan; establish, amend or waive rules and regulations for the Plan's administration; and amend the terms and conditions of the Plan. Further, the Board of Directors will make all other determinations which may be necessary or advisable for the administration of the Plan. As permitted by law and consistent with Section 3.1, the Board of Directors may delegate some or all of its authority under this Plan.

3.3 Decisions Binding. All determinations and decisions made by the Board of Directors pursuant to the provisions of the Plan will be final, conclusive and binding on all persons, including the Company, its stockholders, all Affiliates, Outside Directors and their estates and beneficiaries.

Article 4. Eligibility

Each Outside Director of the Board during a Plan Year will participate in the Plan for that year.

Article 5. Annual Retainer and Restricted Units

5.1 Amount Payable in Cash. Each Outside Director will be entitled to receive an Annual Retainer in the amount determined from time to time by the Board. Until changed by resolution of the Board of Directors, the Annual Retainer will be $45,000 for each Outside Director, provided that the Annual Retainer for the Presiding Director will be increased by $10,000. In addition, the Annual Retainer for the chair of the Audit Committee will be increased by $20,000 and the Annual Retainer for the chair of each of the following committees will be increased by $10,000: Compensation Committee and Nominating and Corporate Governance Committee. Notwithstanding the foregoing, effective January 1, 2009, and until changed by resolution of the Board of Directors, each of the amounts set forth above shall be reduced by twenty percent (20%) so that the Annual Retainer will be $36,000 for each Outside Director, which will be increased by $8,000 for the Presiding Director, by $16,000 for the chair of the Audit Committee, and by $8,000 for the chair of each of the following committees: Compensation Committee and Nominating and Corporate Governance Committee.

To the extent the Outside Director has not made a Deferral Election with respect to the Annual Retainer, it will be paid in monthly cash installments (the "Installment Payments") to the Outside Director, payable on the last business day of the month preceding the month to which the installment applies. Each Installment Payment to an Outside Director will equal the quotient of the Outside Director's Annual Retainer divided by twelve. To the extent necessary, Installment Payments made after March 24, 2009, will be adjusted to reflect the reduction of amounts payable under this Section 5.1 made by the First Amendment to the Plan. Any Outside Director who first becomes an Outside Director during a calendar month will be entitled to an Installment Payment for that month unless, immediately before becoming an Outside Director, he or she was a Director who was an employee of the Company or any of its Affiliates.

Each Outside Director will be entitled to receive a Meeting Fee, in the amount determined from time to time by the Board, for each meeting he or she attends (including telephonic meetings but excluding execution of unanimous written consents) of the Board of Directors. In addition, each Outside Director will be entitled to receive a Committee Meeting Fee, in the amount determined from time to time by the Board, for each meeting he or she attends (including telephonic meetings but excluding execution of unanimous written consents) of a Board committee. Until changed by resolution of the Board of Directors, the Meeting Fee will be $1,500 and the Committee Meeting Fee will be $1,500. Unless the Outside Director has made a Deferral Election with respect to them, Meeting Fees and Committee Meeting Fees for the meetings, if any, attended during the current month will be paid on the last business day of the month (at the same time as the Installment Payment for the next month). Payment shall be made as soon as practicable after adoption of the First Amendment to the Plan with respect to Meeting Fees and Committee Meeting Fees for meetings, if any, attended prior to the effective date of such First Amendment, for which payment has not been received or deferred by the Outside Director. Notwithstanding the foregoing, effective January 1, 2009, and until changed by resolution of the Board of Directors, the Meeting Fee will be $1,200 and the Committee Meeting Fee will be $1,200.

5.2 Restricted Grant. Each Outside Director who is an Outside Director on any day of the Plan Year on or prior to May 1 will be entitled to receive a Restricted Grant pursuant to Article 7, on the last business day of January of such Plan Year or, if later, on the first day on which such individual becomes an Outside Director (the "Grant Date"). Until changed by resolution of the Board of Directors, the Restricted Grant will be a credit to a notional account in the amount of $72,000.

Article 6. Deferral

6.1 Deferral Election. Any Outside Director may elect to defer all or a portion of the compensation payable to him or her under Section 5.1 for the Plan Year by filing with the Secretary of the Company a written notice to that effect on the Deferral Election Form attached hereto as Exhibit A (a "Deferral Election"). Such election will be filed before the first day of the Plan Year to which it relates. Notwithstanding the foregoing, an election may be filed within 30 days after a Director first becomes an Outside Director; provided, however, the amount of compensation deferred pursuant to such election will not exceed the portion of the Outside Director's compensation earned after the date the election is made. A Deferral Election may not be revoked or modified with respect to compensation payable for any Plan Year for which it is effective. Unless either the Deferral Election is terminated or modified as described below or the Director Separates from Service, the Deferral Election will apply to compensation payable under Section 5.1 with respect to each subsequent Plan Year. An Outside Director may terminate or modify his or her current Deferral Election by filing a new Deferral Election before the first day of the Plan Year to which such termination or modification applies.

6.2 Accounts. At the time an Outside Director makes a Deferral Election under Section 6.1 he or she must also designate the portion of the deferred compensation to be credited to a Stock Account and/or an Interest Account. Notwithstanding the foregoing, all amounts deferred after March 24, 2009, will be credited to an Interest Account.

6.3 Stock Account. Prior to March 24, 2009, the amounts the Outside Director elected to defer to a Stock Account were credited to that account as Stock Units as of the date the compensation would otherwise have been payable under Section 5.1. The number of Stock Units so credited equaled the amount of compensation deferred divided by the Deferral Fair Market Value of a Share on the day the compensation would otherwise have been paid if the Outside Director had not made a Deferral Election.

If the Company declares a cash dividend on its common stock, then, on the payment date of the dividend, the Outside Director will be credited with dividend equivalents equal to the amount of cash dividend per Share multiplied by the number of Stock Units credited to the Outside Director's Stock Account through the record date. The dollar amount credited to the Outside Director under the preceding sentence will be credited to the Outside Director's Plan Year Interest Account.

6.4 Interest Account. The amounts the Outside Director elects to defer under Section 6.1 will be credited to a Plan Year Interest Account as of the date the compensation would otherwise have been payable under Section 5.1. The amounts credited to the Interest Account will be credited with interest, compounded monthly, from the date the compensation would otherwise have been payable under Section 5.1 until the amount credited to the Interest Account is paid to the Outside Director. The rate of interest credited under the previous sentence will be the prime rate of interest as reported by the Midwest edition of the Wall Street Journal for the second business day of each quarter on an annual basis.

6.5 Distributions. The value of an Outside Director's Plan Year Accounts with respect to a Plan Year will be distributed, or will begin to be distributed, to him or her or, in the event of his or her death, to his or her Beneficiary, within 10 days following the earliest of:

(a) the date specified by the Outside Director in his or her Deferral Election for such Plan Year Account;

(b) the Outside Director's Termination Date; and

(c) the date on which a Change in Control occurs.

The amount payable to an Outside Director with respect to his or her Plan Year Accounts for a given Plan Year will equal the sum of: (a) the dollar amount credited to the Outside Director's Plan Year Interest Account for such Plan Year; and (b) the number of Stock Units credited to the Outside Director's Plan Year Stock Account for such Plan Year multiplied by the Deferral Fair Market Value on the applicable payout date.

Each Plan Year Account will be paid to the Outside Director in a lump sum or in installments in accordance with his or her Deferral Election for such Plan Year Account. If an Outside Director fails to elect a payout form (and has not elected a payout form for any prior Plan Year that, in accordance with Section 6.1, would be deemed to remain in effect until changed), his or her Plan Year Account will be paid in a single lump sum.

If an Outside Director elects to receive payment of his or her Plan Year Account in installments, the payment period for the installments will not exceed ten years. The amount of each installment payment will equal the product of (a) the balance in the Outside Director's Plan Year Account on the date the payment is made multiplied by (b) a fraction, the numerator of which is one and the denominator of which is the number of unpaid remaining installments. The balance of the Plan Year Account will be appropriately reduced to reflect any Installment Payments already made hereunder. Notwithstanding the foregoing, in the event of a Change in Control, the balance remaining in an Outside Director's Accounts will be paid in a single lump sum payment within 10 days following the Change in Control.

If an Outside Director dies before he or she has received payment of all amounts due hereunder, the balances remaining in the Outside Director's Accounts will be distributed to his or her Beneficiary in a single lump sum payment within 90 days following the Outside Director's death.

Notwithstanding anything to the contrary in this Section 6.5:

(a) To the extent necessary to avoid liability under Section 16(b) of the Exchange Act, the amount attributable to any Stock Units that will have been credited to the Outside Director's Stock Account for a period of less than six months will be distributed, or commence to be distributed, within 10 days following the expiration of such six month period.

(b) If the Compensation Committee determines that the Outside Director is a "specified employee" (within the meaning of Code Section 409A(a)(2)(B)), then notwithstanding any provision in the Plan to the contrary, payments triggered by the Outside Director's Termination Date will not be paid until six months after the Outside Director's Termination Date or until the Outside Director's earlier death. The foregoing six-month delay provision will not affect the timing of payments that would otherwise be paid more than six months after the Outside Director's Termination Date.

6.6 Beneficiary. An Outside Director may designate, on the Beneficiary Designation form attached hereto as Exhibit B, any person to whom payments are to be made if the Outside Director dies before receiving payment of all amounts due hereunder. A Beneficiary Designation form becomes effective only after the signed form is filed with the Secretary of the Company while the Outside Director is alive, and will cancel any prior Beneficiary Designation form. If the Outside Director fails to designate a Beneficiary or if all designated Beneficiaries predecease the Outside Director, the Outside Director's Beneficiary will be his or her estate.

Article 7. Restricted Grants and Outstanding Restricted Units

7.1 Award Agreement. Each Restricted Grant will be evidenced by an award agreement approved by the Board of Directors that specifies the vesting period and such other provisions as the Board determines. The Board will establish rules and procedures for the Restricted Grant, as it deems appropriate.

7.2 Payment of Awards. The cash value of each Restricted Grant will be paid to the Outside Director as soon as administratively feasible after the Restricted Grant's Vesting Date, or on a later date provided in the award agreement; provided, however, that an Outside Director may defer the receipt of such cash payment via a Deferral Election, pursuant to such procedures as may be set forth in an award agreement or as otherwise set forth by the Board of Directors in compliance with the requirements of Code section 409A.

7.3 Termination and Change in Control. Each Restricted Grant award agreement will set forth the extent to which the Outside Director has the right to retain the unvested portion of the Restricted Grant after his or her Termination Date. These terms will be determined by the Board of Directors in its sole discretion, need not be uniform among all awards of Restricted Grants, and may reflect, among other things, distinctions based on the reasons the award recipient Separates from Service. Unless a Restricted Grant award agreement provides otherwise, upon a Change in Control prior to or concurrently with the Termination Date of an Outside Director, all unvested Restricted Grants will be vested. If the Outside Director Separates from Service before the date that all of the Restricted Grant vests, his or her right to receive a payment with respect to the unvested portion of the Restricted Grant will be forfeited, except as otherwise provided in the Restricted Unit award agreement.

7.4 Outstanding Restricted Units. Restricted Units that were granted to an Outside Director prior to March 24, 2009, that have not been paid out in cash as of that date will continue to be governed by the terms of the relevant award agreements, the terms of the Plan, and the terms of the Outside Director's Restricted Unit Payment Deferral Election as of the date such Restricted Units were granted.

Article 8. Effective Date; Grandfathered Accounts.

8.1 Effective Date. This amended and restated Plan is effective as of January 1, 2009 (the "Effective Date") with respect to Nongrandfathered Accounts and will remain in effect as provided in Section 1.3 hereof.

8.2 Grandfathered Accounts. An Outside Director's Grandfathered Accounts will remain subject to the terms and conditions of the Plan as in effect on December 31, 2004.

Article 9. Miscellaneous

9.1 Modification and Termination. The Board may at any time and from time to time, alter, amend, modify or terminate the Plan in whole or in part.

9.2 Indemnification. Each person who is or has been a member of the Board will be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by that person in connection with or resulting from any claim, action, suit, or proceeding to which that person may be a party or in which that person may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by that person in a settlement approved by the Company, or paid by that person in satisfaction of any judgment in any such action, suit, or proceeding against that person, provided he or she gives the Company an opportunity, at its own expense, to handle and defend the action, suit or proceeding before that person undertakes to handle and defend it. The foregoing right of indemnification will not be exclusive of any other rights of indemnification to which an individual may be entitled under the Company's Certificate of Incorporation or By-Laws, as a matter of law, or otherwise, or any power that the Company may have to indemnify him or her or hold him or her harmless.

9.3 Successors. All obligations of the Company under the Plan with respect to a given Plan Year will be binding on any successor to the Company, whether the existence of the successor is the result of a direct or indirect purchase of all or substantially all of the business and/or assets of the Company, or a merger, consolidation, or otherwise.

9.4 Reservation of Rights. Nothing in this Plan or in any award agreement granted hereunder will be construed to limit in any way the Board's right to remove an Outside Director from the Board of Directors.

Article 10. Legal Construction

10.1 Gender and Number. Except where otherwise indicated by the context, any masculine term used herein will also include the feminine; the plural will include the singular and the singular will include the plural.

10.2 Severability. If 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, and the Plan will be construed and enforced as if the illegal or invalid provision had not been included.

10.3 Requirements of Law. The issuance of payments under the Plan will be subject to all applicable laws, rules, and regulations, and to any approvals required by any governmental agencies or national securities exchanges.

10.4 Securities Law and Tax Law Compliance.

(a) **Insider Trading.** To the extent any provision of the Plan or action by the Board would subject any Outside Director to liability under Section 16(b) of the Exchange Act, it will be deemed null and void, to the extent permitted by law and deemed advisable by the Board.

(b) **Section 409A.** This Plan is intended to comply with Code Section 409A and the regulations thereunder, and will be administered and interpreted in accordance with such intent. If the Company determines that any provision of the Plan is or might be inconsistent with the requirements of Code Section 409A, it will attempt in good faith to make such changes to the Plan as may be necessary or appropriate to avoiding an Outside Director's becoming subject to adverse tax consequences under Code Section 409A. No provision of the Plan will be interpreted to transfer any liability for a failure to comply with Code Section 409A from an Outside Director or any other individual to the Company.

10.5 Unfunded Status of the Plan. The Plan is intended to constitute an "unfunded" plan. With respect to any payments not yet made to an Outside Director by the Company, nothing contained herein will give any rights to an Outside Director that are greater than those of a general creditor of the Company.

10.6 Governing Law. The Plan will be construed in accordance with and governed by the laws of the State of Delaware, determined without regard to its conflict of law rules.

10.7 Nontransferability. An Outside Director's Accounts and any Restricted Units granted hereunder may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution, or pursuant to a domestic relations order (as defined in Code section 414(p)). All rights with respect to Accounts and Restricted Units will be available during the Outside Director's lifetime only to the Outside Director or the Outside Director's guardian or legal representative. The Board of Directors may, in its discretion, require an Outside Director's guardian or legal representative to supply it with evidence the Board of Directors deems necessary to establish the authority of the guardian or legal representative to act on behalf of the Outside Director.

* * * * *

CERTIFICATION

I, Robert E. Rossiter, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Lear 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(s) 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(s) 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 the 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: May 14, 2009

By: /s/ Robert E. Rossiter
Robert E. Rossiter
Chairman, Chief Executive Officer and President

Exhibit 31.2

CERTIFICATION

I, Matthew J. Simoncini, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Lear 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(s) 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(s) 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 the 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: May 14, 2009

By: /s/ Matthew J. Simoncini
Matthew J. Simoncini
Senior Vice President and Chief Financial Officer

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Lear Corporation (the "Company") on Form 10-Q for the period ended April 4, 2009, as filed with the Securities and Exchange Commission (the "Report"), the undersigned, as the Chief Executive Officer of the Company, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 14, 2009

Signed: /s/ Robert E. Rossiter
Robert E. Rossiter
Chief Executive Officer

This written statement accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Lear Corporation (the “Company”) on Form 10-Q for the period ended April 4, 2009, as filed with the Securities and Exchange Commission (the “Report”), the undersigned, as the Chief Financial Officer of the Company, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 14, 2009	Signed:	/s/ Matthew J. Simoncini
		Matthew J. Simoncini
		Chief Financial Officer

This written statement accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.