

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

FORM 8-K

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

Date of Report (Date of earliest event reported): December 15, 2005

LEAR CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

1-11311
(Commission File Number)

13-3386776
(IRS Employer Identification Number)

21557 Telegraph Road, Southfield, MI
(Address of principal executive offices)

48034
(Zip Code)

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

N/A
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Section 1 — Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement

Lear Corporation (“Lear”) is party to the Amended and Restated Credit and Guarantee Agreement (the “Credit Agreement”), dated as of August 11, 2005, among Lear, Lear Canada, the Foreign Subsidiary Borrowers (as defined therein), the Lenders party thereto, Bank of America, N.A., as syndication agent, Citibank, N.A., Deutsche Bank Securities Inc. and The Bank of Nova Scotia, as documentation agents, The Bank of Nova Scotia, as Canadian administrative agent, and JPMorgan Chase Bank, N.A., as general administrative agent. Pursuant to the Credit Agreement, any domestic subsidiary of Lear that, as of the end of any fiscal quarter, accounts for 5% of Consolidated Assets or Consolidated Revenues (as defined in the Credit Agreement) is required to become a Subsidiary Guarantor (as defined under the Credit Agreement) under the Credit Agreement. On December 15, 2005, Lear Corporation (Germany) Ltd. (“Lear Germany”), a direct wholly-owned domestic subsidiary of Lear, became a Subsidiary Guarantor under the Credit Agreement and now, jointly and severally with the other Subsidiary Guarantors thereunder, unconditionally and irrevocably guarantees the prompt and complete payment and performance by the Borrowers (as defined in the Credit Agreement) of their obligations thereunder. In addition, Lear and certain other subsidiaries have pledged the stock of Lear Germany and certain additional subsidiaries to secure Lear’s obligations under the Credit Agreement.

Lear is currently party to (1) the Indenture, dated as of May 15, 1999 (as supplemented, the “1999 Indenture”) among Lear, the Guarantors defined therein and The Bank of New York Trust Company, N.A. (as successor to The Bank of New York), as trustee, (2) the Indenture, dated as of March 20, 2001 (as supplemented, the “2001 Indenture”) among Lear, the Guarantors defined therein and The Bank of New York, as trustee, (3) the Indenture, dated as of February 20, 2002 (as supplemented, the “2002 Indenture”) among Lear, the Guarantors defined therein and The Bank of New York Trust Company, N.A. (as successor to The Bank of New York), as trustee, and (4) the Indenture, dated as of August 3, 2004 (the “2004 Indenture”, and together with the 1999 Indenture, the 2001 Indenture and the 2002 Indenture, the “Indentures”), among Lear, the Guarantors defined therein and The Bank of New York Trust Company, N.A. (as successor to BNY Midwest Trust Company), as trustee.

Pursuant to the Indentures, any subsidiary that becomes a Subsidiary Guarantor under the Credit Agreement must also be added as a Guarantor under the Indentures. As a result, on December 15, 2005, Lear Germany was also added as a Guarantor under each of the Indentures pursuant to, respectively, Supplemental Indenture No. 4 to the 1999 Indenture (“Supplemental Indenture No. 4”), Supplemental Indenture No. 3 to the 2001 Indenture (“Supplemental Indenture No. 3”), Supplemental Indenture No. 2 to the 2002 Indenture (“Supplemental Indenture No. 2”) and Supplemental Indenture No. 1 to the 2004 Indenture (“Supplemental Indenture No. 1”, and together with Supplemental Indenture No. 4, Supplemental Indenture No. 3 and Supplemental Indenture No. 2, the “Supplemental Indentures”). Lear Germany now, jointly and severally with the other Guarantors under each of the Indentures, unconditionally guarantees the due and punctual payment of all of Lear’s and the other Guarantors’ obligations thereunder.

The foregoing summary of the Supplemental Indentures is qualified in its entirety by reference to the Supplemental Indentures attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4 and incorporated by reference herein.

Section 3 — Securities and Trading Markets

Item 3.03 Material Modification to Rights of Security Holders

The information set forth in Item 1.01 is incorporated herein by reference.

Section 9 — Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

10.1 Supplemental Indenture No. 4, dated as of December 15, 2005, among Lear Corporation, the Guarantors set forth therein and The Bank of New York Trust Company, N.A., as trustee.

10.2 Supplemental Indenture No. 3, dated as of December 15, 2005, among Lear Corporation, the Guarantors set

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forth therein and The Bank of New York, as trustee.

10.3 Supplemental Indenture No. 2, dated as of December 15, 2005, among Lear Corporation, the Guarantors set forth therein and The Bank of New York Trust Company, N.A., as trustee.

10.4 Supplemental Indenture No. 1, dated as of December 15, 2005, among Lear Corporation, the Guarantors set forth therein and The Bank of New York Trust Company, N.A., as trustee.

SIGNATURE

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

LEAR CORPORATION,
a Delaware corporation

Date: December 15, 2005

By: _____ /s/ Daniel A. Ninivaggi
Name: Daniel A. Ninivaggi
Title: Senior Vice President, Secretary & General Counsel

EXHIBIT INDEX

Exhibit Number	Description
10.1	Supplemental Indenture No. 4, dated as of December 15, 2005, among Lear Corporation, the Guarantors set forth therein and The Bank of New York Trust Company, N.A., as trustee.
10.2	Supplemental Indenture No. 3, dated as of December 15, 2005, among Lear Corporation, the Guarantors set forth therein and The Bank of New York, as trustee.
10.3	Supplemental Indenture No. 2, dated as of December 15, 2005, among Lear Corporation, the Guarantors set forth therein and The Bank of New York Trust Company, N.A., as trustee.
10.4	Supplemental Indenture No. 1, dated as of December 15, 2005, among Lear Corporation, the Guarantors set forth therein and The Bank of New York Trust Company, N.A., as trustee.

SUPPLEMENTAL INDENTURE

NO. 4

TO

INDENTURE DATED AS OF MAY 15, 1999

This SUPPLEMENTAL INDENTURE NO. 4 to INDENTURE (this "Supplemental Indenture") is entered into among Lear Corporation, a Delaware corporation (the "Company"), Lear Operations Corporation, a Delaware corporation ("LOC"), Lear Seatings Holdings Corp. # 50, a Delaware corporation ("Lear No. 50"), Lear Corporation EEDS and Interiors, a Delaware corporation ("Lear Interiors"), Lear Technologies, LLC, a Delaware limited liability company ("Lear Tech"), Lear Midwest Automotive, Limited Partnership, a Delaware limited partnership ("LMA"), Lear Automotive (EEDS) Spain S.L., an entity organized under the laws of Spain ("Lear Spain"), Lear Corporation Mexico, S.A. de C.V., an entity organized under the laws of Mexico ("Lear Mexico"), Lear Corporation (Germany) Ltd., a Delaware corporation ("Lear Germany"), and The Bank of New York Trust Company, N.A., a national banking association (as successor to The Bank of New York), as Trustee (the "Trustee").

RECITALS

WHEREAS, the Company, LOC, Lear No. 50, Lear Interiors, Lear Tech, LMA, Lear Spain, Lear Mexico and the Trustee are parties to that certain Indenture dated as of May 15, 1999, as amended by Supplemental Indenture No. 1 thereto dated as of May 2, 2000, Supplemental Indenture No. 2 thereto dated as of November 16, 2001 and Supplemental Indenture No. 3 thereto dated as of January 15, 2002 (the "Indenture"), providing for the issuance and delivery by the Company of its 7.96% Senior Notes due 2005 which have subsequently been paid in full (the "7.96% Notes") and its 8.11% Senior Notes due 2009 (the "8.11% Notes" and, together, with the 7.96% Notes, the "Notes");

WHEREAS, Lear Germany, a direct subsidiary of the Company, will become, concurrently with the execution and delivery of this Supplemental Indenture, a guarantor under the Principal Credit Facilities; and

WHEREAS, pursuant to Section 10.06 of the Indenture, any subsidiary of the Company that becomes a guarantor under the Principal Credit Facilities is required to become a Guarantor under the Indenture;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows for the benefit of each other party and for the equal and ratable benefit of the Holders of the Notes:

SECTION 1. GUARANTEE.

For value received, Lear Germany hereby agrees to become a party to the Indenture as a Guarantor under and pursuant to Article 10 of the Indenture and to jointly and severally unconditionally guarantee to each Holder and the Trustee (a) the due and punctual payment in full of principal of and interest on the Notes when due, whether at stated maturity, upon acceleration, redemption or otherwise, (b) the due and punctual payment in full of interest on the overdue principal of and, to the extent permitted by law, interest on the Notes, and (c) the due and punctual payment of

all other Obligations of the Company and the other Guarantors to the Holders and the Trustee under the Indenture and the Notes, including, without limitation, the payment of fees, expenses, indemnification or other amounts.

SECTION 2. MISCELLANEOUS.

2.1. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

2.2. Confirmation of the Indenture. Except as amended hereby, the Indenture shall remain in full force and effect and is hereby ratified and confirmed in all respects.

2.3. Multiple Counterparts. The parties may sign multiple counterparts of this Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent one and the same agreement.

2.4. Separability. Each provision of this Supplemental Indenture shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purpose of this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2.5. Headings. The captions of the various section headings of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

2.6. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors.

2.7. Definitions. All terms defined in the Indenture shall have the same meaning in this Supplemental Indenture unless otherwise defined herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto caused this Supplemental Indenture to be duly executed as of this 15th day of December, 2005.

LEAR CORPORATION

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Executive Vice President and
Chief Financial Officer

LEAR OPERATIONS CORPORATION

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President

LEAR SEATINGS HOLDINGS CORP. # 50

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and
Treasurer

LEAR CORPORATION EEDS AND INTERIORS

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Chief
Financial Officer

LEAR TECHNOLOGIES, LLC

By: Lear Corporation,
its Sole Member

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Executive Vice President
and Chief Financial Officer

LEAR MIDWEST AUTOMOTIVE, LIMITED PARTNER
By: Lear Corporation Mendon,
as General Partner

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Treasurer

LEAR AUTOMOTIVE (EEDS) SPAIN S.L.

By: /s/ Paul Jefferson

Name: Paul Jefferson
Title: Managing Director

LEAR CORPORATION MEXICO, S.A. de C.V.

By: /s/ James M. Brackenbury

Name: James M. Brackenbury
Title: President

LEAR CORPORATION (GERMANY) LTD.

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Treasurer

THE BANK OF NEW YORK TRUST COMPANY, N.A., as
Trustee

By: /s/ Roxane Ellwanger

Name: Roxane Ellwanger
Title:

SUPPLEMENTAL INDENTURE

NO. 3

TO

INDENTURE DATED AS OF MARCH 20, 2001

This SUPPLEMENTAL INDENTURE NO. 3 to INDENTURE (this "Supplemental Indenture") is entered into among Lear Corporation, a Delaware corporation (the "Company"), Lear Operations Corporation, a Delaware corporation ("LOC"), Lear Seatings Holdings Corp. # 50, a Delaware corporation ("Lear No. 50"), Lear Corporation EEDS and Interiors, a Delaware corporation ("Lear Interiors"), Lear Technologies, LLC, a Delaware limited liability company ("Lear Tech"), Lear Midwest Automotive, Limited Partnership, a Delaware limited partnership ("LMA"), Lear Automotive (EEDS) Spain S.L., an entity organized under the laws of Spain ("Lear Spain"), Lear Corporation Mexico, S.A. de C.V., an entity organized under the laws of Mexico ("Lear Mexico"), Lear Corporation (Germany) Ltd., a Delaware corporation ("Lear Germany"), and The Bank of New York, a New York banking corporation, as Trustee (the "Trustee").

RECITALS

WHEREAS, the Company, LOC, Lear No. 50, Lear Interiors, Lear Tech, LMA, Lear Spain, Lear Mexico and the Trustee are parties to that certain Indenture dated as of March 20, 2001, as supplemented by Supplemental Indenture No. 1 dated as of November 16, 2001 and Supplemental Indenture No. 2 dated as of January 15, 2002 (the "Indenture"), providing for the issuance and delivery by the Company of its 8 1/8% Senior Notes due 2008 (the "Notes");

WHEREAS, Lear Germany, a direct subsidiary of the Company, will become, concurrently with the execution and delivery of this Supplemental Indenture, a guarantor under the Principal Credit Facilities; and

WHEREAS, pursuant to Section 10.06 of the Indenture, any subsidiary of the Company that becomes a guarantor under the Principal Credit Facilities is required to become a Guarantor under the Indenture;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows for the benefit of each other party and for the equal and ratable benefit of the Holders of the Notes:

SECTION 1. GUARANTEE.

For value received, Lear Germany hereby agrees to become a party to the Indenture as a Guarantor under and pursuant to Article 10 of the Indenture and to jointly and severally unconditionally guarantee to each Holder and the Trustee (a) the due and punctual payment in full of principal of and interest on the Notes when due, whether at stated maturity, upon acceleration, redemption or otherwise, (b) the due and punctual payment in full of interest on the overdue principal of and, to the extent permitted by law, interest on the Notes, and (c) the due and punctual payment of all other Obligations of the Company and the other Guarantors to the Holders and the Trustee under the Indenture and the Notes, including, without limitation, the payment of fees, expenses, indemnification or other amounts.

SECTION 2. MISCELLANEOUS.

2.1. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

2.2. Confirmation of the Indenture. Except as amended hereby, the Indenture shall remain in full force and effect and is hereby ratified and confirmed in all respects.

2.3. Multiple Counterparts. The parties may sign multiple counterparts of this Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent one and the same agreement.

2.4. Separability. Each provision of this Supplemental Indenture shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purpose of this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2.5. Headings. The captions of the various section headings of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

2.6. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors.

2.7. Definitions. All terms defined in the Indenture shall have the same meaning in this Supplemental Indenture unless otherwise defined herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto caused this Supplemental Indenture to be duly executed as of this 15th day of December, 2005.

LEAR CORPORATION

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Executive Vice President
and Chief Financial Officer

LEAR OPERATIONS CORPORATION

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President

LEAR SEATINGS HOLDINGS CORP. # 50

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Treasurer

LEAR CORPORATION EEDS AND INTERIORS

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Chief
Financial Officer

LEAR TECHNOLOGIES, LLC

By: Lear Corporation,
its Sole Member

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Executive Vice President
and Chief Financial Officer

LEAR MIDWEST AUTOMOTIVE, LIMITED PARTNER
By: Lear Corporation Mendon,
as General Partner

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Treasurer

LEAR AUTOMOTIVE (EEDS) SPAIN S.L.

By: /s/ Paul Jefferson

Name: Paul Jefferson
Title: Managing Director

LEAR CORPORATION MEXICO, S.A. de C.V.

By: /s/ James M. Brackenbury

Name: James M. Brackenbury
Title: President

LEAR CORPORATION (GERMANY) LTD.

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Treasurer

THE BANK OF NEW YORK, as Trustee

By: /s/ Luis Perez

Name: Luis Perez
Title:

SUPPLEMENTAL INDENTURE

NO. 2

TO

INDENTURE DATED AS OF FEBRUARY 20, 2002

This SUPPLEMENTAL INDENTURE NO. 2 to INDENTURE (this "Supplemental Indenture") is entered into among Lear Corporation, a Delaware corporation (the "Company"), Lear Operations Corporation, a Delaware corporation ("LOC"), Lear Seatings Holdings Corp. # 50, a Delaware corporation ("Lear No. 50"), Lear Corporation EEDS and Interiors, a Delaware corporation ("Lear Interiors"), Lear Technologies, LLC, a Delaware limited liability company ("Lear Tech"), Lear Midwest Automotive, Limited Partnership, a Delaware limited partnership ("LMA"), Lear Automotive (EEDS) Spain S.L., an entity organized under the laws of Spain ("Lear Spain"), Lear Corporation Mexico, S.A. de C.V., an entity organized under the laws of Mexico ("Lear Mexico"), Lear Corporation (Germany) Ltd., a Delaware corporation ("Lear Germany"), and The Bank of New York Trust Company, N.A., a national banking association (as successor to The Bank of New York), as Trustee (the "Trustee").

RECITALS

WHEREAS, the Company, LOC, Lear No. 50, Lear Interiors, Lear Tech, LMA, Lear Spain, Lear Mexico and the Trustee are parties to that certain Indenture dated as of February 20, 2002, as supplemented by Supplemental Indenture No. 1 dated as of August 26, 2004 (the "Indenture"), providing for the issuance and delivery by the Company of its Zero-Coupon Convertible Senior Notes due 2022 (the "Notes");

WHEREAS, Lear Germany, a direct subsidiary of the Company, will become, concurrently with the execution and delivery of this Supplemental Indenture, a guarantor under the Principal Credit Facilities; and

WHEREAS, pursuant to Section 10.06 of the Indenture, any subsidiary of the Company that becomes a guarantor under the Principal Credit Facilities is required to become a Guarantor under the Indenture;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows for the benefit of each other party and for the equal and ratable benefit of the Holders of the Notes:

SECTION 1. GUARANTEE.

For value received, Lear Germany hereby agrees to become a party to the Indenture as a Guarantor under and pursuant to Article 10 of the Indenture and to jointly and severally unconditionally guarantee to each Holder and the Trustee (a) the due and punctual payment in full of principal of and interest on the Notes when due, whether at stated maturity, upon acceleration, redemption or otherwise, (b) the due and punctual payment in full of interest on the overdue principal of and, to the extent permitted by law, interest on the Notes, and (c) the due and punctual payment of all other Obligations of the Company and the other Guarantors to the Holders and the Trustee under the Indenture and the Notes, including, without limitation, the payment of fees, expenses, indemnification or other amounts.

SECTION 2. MISCELLANEOUS.

2.1. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

2.2. Confirmation of the Indenture. Except as amended hereby, the Indenture shall remain in full force and effect and is hereby ratified and confirmed in all respects.

2.3. Multiple Counterparts. The parties may sign multiple counterparts of this Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent one and the same agreement.

2.4. Separability. Each provision of this Supplemental Indenture shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purpose of this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2.5. Headings. The captions of the various section headings of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

2.6. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors.

2.7. Definitions. All terms defined in the Indenture shall have the same meaning in this Supplemental Indenture unless otherwise defined herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto caused this Supplemental Indenture to be duly executed as of this 15th day of December, 2005.

LEAR CORPORATION

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Executive Vice President
and Chief Financial Officer

LEAR OPERATIONS CORPORATION

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President

LEAR SEATINGS HOLDINGS CORP. # 50

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Treasurer

LEAR CORPORATION EEDS AND INTERIORS

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and
Chief Financial Officer

LEAR TECHNOLOGIES, LLC

By: Lear Corporation,
its Sole Member

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Executive Vice President
and Chief Financial Officer

LEAR MIDWEST AUTOMOTIVE, LIMITED PARTNER
By: Lear Corporation Mendon,
as General Partner

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Treasurer

LEAR AUTOMOTIVE (EEDS) SPAIN S.L.

By: /s/ Paul Jefferson

Name: Paul Jefferson
Title: Managing Director

LEAR CORPORATION MEXICO, S.A. de C.V.

By: /s/ James M. Brackenbury

Name: James M. Brackenbury
Title: President

LEAR CORPORATION (GERMANY) LTD.

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Treasurer

THE BANK OF NEW YORK TRUST COMPANY, N.A., as
Trustee

By: /s/ Roxane Ellwanger

Name: Roxane Ellwanger
Title:

SUPPLEMENTAL INDENTURE

NO. 1

TO

INDENTURE DATED AS OF AUGUST 3, 2004

This SUPPLEMENTAL INDENTURE NO. 1 to INDENTURE (this "Supplemental Indenture") is entered into among Lear Corporation, a Delaware corporation (the "Company"), Lear Operations Corporation, a Delaware corporation ("LOC"), Lear Seatings Holdings Corp. # 50, a Delaware corporation ("Lear No. 50"), Lear Corporation EEDS and Interiors, a Delaware corporation ("Lear Interiors"), Lear Technologies, LLC, a Delaware limited liability company ("Lear Tech"), Lear Midwest Automotive, Limited Partnership, a Delaware limited partnership ("LMA"), Lear Automotive (EEDS) Spain S.L., an entity organized under the laws of Spain ("Lear Spain"), Lear Corporation Mexico, S.A. de C.V., an entity organized under the laws of Mexico ("Lear Mexico"), Lear Corporation (Germany) Ltd., a Delaware corporation ("Lear Germany"), and The Bank of New York Trust Company, N.A., a national banking association (as successor to BNY Midwest Trust Company), as Trustee (the "Trustee").

RECITALS

WHEREAS, the Company, LOC, Lear No. 50, Lear Interiors, Lear Tech, LMA, Lear Spain, Lear Mexico and the Trustee are parties to that certain Indenture dated as of August 3, 2004, (the "Indenture"), providing for the issuance and delivery by the Company of its 5 3/4% Senior Notes due 2014 (the "Notes");

WHEREAS, Lear Germany, a direct subsidiary of the Company, will become, concurrently with the execution and delivery of this Supplemental Indenture, a guarantor under the Senior Credit Facilities; and

WHEREAS, pursuant to Section 10.06 of the Indenture, any subsidiary of the Company that becomes a guarantor under the Senior Credit Facilities is required to become a Guarantor under the Indenture;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows for the benefit of each other party and for the equal and ratable benefit of the Holders of the Notes:

SECTION 1. GUARANTEE.

For value received, Lear Germany hereby agrees to become a party to the Indenture as a Guarantor under and pursuant to Article 10 of the Indenture and to jointly and severally unconditionally guarantee to each Holder and the Trustee (a) the due and punctual payment in full of principal of and interest on the Notes when due, whether at stated maturity, upon acceleration, redemption or otherwise, (b) the due and punctual payment in full of interest on the overdue principal of and, to the extent permitted by law, interest on the Notes, and (c) the due and punctual payment of all other Obligations of the Company and the other Guarantors to the Holders and the Trustee under the Indenture and the Notes, including, without limitation, the payment of fees, expenses, indemnification or other amounts.

SECTION 2. MISCELLANEOUS.

2.1. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

2.2. Confirmation of the Indenture. Except as amended hereby, the Indenture shall remain in full force and effect and is hereby ratified and confirmed in all respects.

2.3. Multiple Counterparts. The parties may sign multiple counterparts of this Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent one and the same agreement.

2.4. Separability. Each provision of this Supplemental Indenture shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purpose of this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2.5. Headings. The captions of the various section headings of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

2.6. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors.

2.7. Definitions. All terms defined in the Indenture shall have the same meaning in this Supplemental Indenture unless otherwise defined herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto caused this Supplemental Indenture to be duly executed as of this 15th day of December, 2005.

LEAR CORPORATION

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Executive Vice President
and Chief Financial Officer

LEAR OPERATIONS CORPORATION

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President

LEAR SEATINGS HOLDINGS CORP. # 50

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Treasurer

LEAR CORPORATION EEDS AND INTERIORS

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Vice President and Chief
Financial Officer

LEAR TECHNOLOGIES, LLC

By: Lear Corporation,
its Sole Member

By: /s/ David C. Wajsgras

Name: David C. Wajsgras
Title: Executive Vice President
and Chief Financial Officer

LEAR MIDWEST AUTOMOTIVE, LIMITED PARTNER
By: Lear Corporation Mendon,
as General Partner

By: /s/ David C. Wajsgas

Name: David C. Wajsgas
Title: Vice President and Treasurer

LEAR AUTOMOTIVE (EEDS) SPAIN S.L.

By: /s/ Paul Jefferson

Name: Paul Jefferson
Title: Managing Director

LEAR CORPORATION MEXICO, S.A. de C.V.

By: /s/ James M. Brackenbury

Name: James M. Brackenbury
Title: President

LEAR CORPORATION (GERMANY) LTD.

By: /s/ David C. Wajsgas

Name: David C. Wajsgas
Title: Vice President and Treasurer

THE BANK OF NEW YORK TRUST COMPANY, N.A., as
Trustee

By: /s/ Roxane Ellwanger

Name: Roxane Ellwanger
Title: