

CITIGROUP GLOBAL MARKETS INC.  
388 Greenwich Street  
New York, New York 10013

October 20, 2009

Lear Corporation  
21557 Telegraph Road  
Southfield, Michigan 48086  
Attention: Shari Burgess

Engagement Letter

Ladies and Gentlemen:

Lear Corporation (the "Company") has (i) advised Citigroup Global Markets Inc. ("CGMI") on behalf of Citigroup, as defined below, that (i) the Company and certain of its subsidiaries (collectively, the "Debtors") have commenced voluntary cases under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York, Case No. 09-14326 (ALG) and (ii) the Company expects the Debtors to be reorganized pursuant the First Amended Joint Plan of Reorganization dated September 12, 2009 (as amended from time to time, the "Plan"). In connection with the foregoing, you have requested that Citigroup accept an engagement to arrange on a best efforts basis a senior secured credit facility (the "Exit Facility") of up to \$400 million to be made available to the Company and/or certain of its subsidiaries on the effective date of the Plan of Reorganization to finance in part the distributions to be made thereunder, to pay the fees and expenses associated therewith and for working capital and general corporate purposes of the Company and its subsidiaries substantially on the terms set forth in the Term Sheet attached hereto as Exhibit A (the "Term Sheet").

Subject to and upon the terms and conditions set forth in this Engagement Letter, Citigroup is willing to accept the engagement set forth in this Engagement Letter and are pleased to inform you of Citigroup's commitment to provide up to \$33,300,000 of the Exit Facility; provided that by 8:00 P.M. (New York City time) on October 20, 2009, Citigroup has received a counterpart of this Engagement Letter signed by the Company. It is understood that Citigroup's commitment to provide such portion of and to arrange the Exit Facility is subject to the payment of such fees (including, without limitation, commitment and/or arrangement fees) as may be agreed upon by Citigroup and the Company. "Citigroup" means CGMI, Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as may be appropriate to consummate the transactions contemplated herein.

By your execution and delivery of this Engagement Letter, you hereby agree as follows:

- (a) the Company shall reimburse Citigroup and its affiliates upon written demand for the reasonable and documented out-of-pocket fees and disbursements of counsel that may be incurred by Citigroup or its affiliates arising out of or in connection

with or relating to the Exit Facility or the transactions contemplated thereby, it being understood that the Co-Lead Arrangers (as defined in the Term Sheet) and the Company have agreed that the Co-Lead Arrangers will utilize a single counsel (Simpson, Thatcher and Bartlett LLP) for purposes of drafting, negotiating and executing all documents with respect to the transaction; and

- (b) the Company shall indemnify and hold harmless Citigroup and its affiliates and each of their respective officers, directors, employees, agents, advisors and controlling persons (each, an "Indemnified Party") from and against any and all losses, claims, damages and liabilities to which any such person may become subject arising out of, or in connection with, this Engagement Letter, the transactions contemplated hereby or any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnified Party is a party hereto, and to reimburse each Indemnified Party, from time to time upon their reasonable written demand, for any reasonable and documented legal or other out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing; provided that the foregoing indemnity will not, as to any Indemnified Party, apply to losses, claims, damages, liabilities or related expenses to the extent that they are determined by the final judgment of a court of competent jurisdiction to have resulted from the willful misconduct or gross negligence of such Indemnified Party. No such Indemnified Party shall be liable for any damages arising from the use by others of materials obtained through electronic, telecommunications or other information transmission systems, other than for damages to the extent that they are determined by the final judgment of a court of competent jurisdiction to have resulted from the willful misconduct or gross negligence of such Indemnified Party. No such Indemnified Party shall be liable for any special, indirect, consequential or punitive damages in connection with this Engagement Letter or the transactions contemplated hereby.

By accepting delivery of this Engagement Letter, the Company, each Guarantor (as defined in the Term Sheet), and each of their respective subsidiaries agrees that this Engagement Letter is for its confidential use only and that neither its existence nor the terms thereof will be disclosed by it to any person other than the officers, directors, employees, accountants, attorneys and other legal advisors of the Company, such Guarantor, each of their respective subsidiaries, and then only on a confidential and "need to know" basis in connection with the transactions contemplated hereby. Notwithstanding the foregoing, following the Company's acceptance of the provisions hereof and its return of an executed counterpart of this Engagement Letter to Citigroup as provided below, the Company may file this Engagement Letter as may be required in a judicial or administrative proceeding or as otherwise required by law or upon the order of any court or any administrative agency (including, without limitation, after receipt by the Company of a Rule 2004 examination request, discovery request or subpoena requiring disclosure of this Engagement Letter). The Company agrees to take such reasonable actions as shall be required to prevent this Engagement Letter from becoming publicly available should it be required to be disclosed as described in the preceding sentence.

The Company acknowledges that Citigroup, may be providing debt financing, equity capital or other services (including financial advisory services) to other persons or entities in respect of which the Company and any of its affiliates or subsidiaries may have conflicting interests. Citigroup will not use confidential information obtained from the Company or any of the Company's representatives by virtue of the transactions contemplated hereby or its other relationships with the Company in connection with the performance by Citigroup of services for such other persons or entities, and Citigroup will not furnish any such information to such other persons or entities. The Company also acknowledges that Citigroup has no obligation to use in connection with the transactions contemplated hereby, or to furnish to the Company, confidential information obtained from other persons or entities.

The engagement of Citigroup hereunder will terminate on November 30, 2009 (or such later date as may be mutually agreed upon in writing by you and Citigroup) unless sooner terminated by you by written notice to Citigroup. The reimbursement and indemnity provisions contained herein will survive any termination of such engagement, unless definitive documentation with respect to the Exit Facility is executed, in which case the reimbursement and indemnity provisions contained herein shall be superseded by the reimbursement and indemnity provisions contained in such definitive documentation.

This Engagement Letter shall be governed by, and construed in accordance with, the laws of the State of New York and sets forth the entire agreement of the parties with respect to the subject matter hereof. This Engagement Letter may be executed in any number of counterparts (including by facsimile or electronic transmission), and all such counterparts shall constitute a single instrument. This Engagement Letter shall not be assignable by you without our prior written consent (and any purported assignment without such consent shall be null and void) and, except as set forth in the fifth paragraph hereof, is intended solely for the benefit of the parties hereto. This Engagement Letter is delivered to you on the understanding that neither this Engagement Letter nor any of its terms or substance shall be disclosed, directly or indirectly, by you to any other person except (a) to your controlling persons, officers, employees with a need to know, directors, accountants, attorneys, agents and advisors who are directly involved in the consideration of this matter or (b) as may be required in a judicial or administrative proceeding or as otherwise required by law or upon the order of any court or any administrative agency (including, without limitation, after receipt by the Company of a Rule 2004 examination request, discovery request or subpoena requiring disclosure of this Engagement Letter).

[Signature Page Follows]

We look forward to working with you.

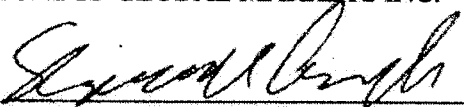
Very truly yours,

CITIGROUP GLOBAL MARKETS INC.

By:

Name:

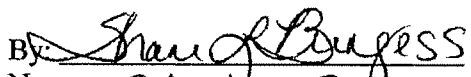
Title:



**SHAPLEIGH B. SMITH**  
Managing Director

ACCEPTED AND AGREED:

LEAR CORPORATION

By:   
Name: SARAH L BURGESS  
Title: VP & Treasurer

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*Signature page to Citigroup Engagement Letter*