

Private and Confidential

September 11, 2009

Mr. Douglas A. Jenks
Managing Director
JPMorgan Chase Bank N.A.
277 Park Avenue
Eighth Floor
New York, NY 10172

Lear Corporation Noteholder Committee
c/o Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, NY 10038
Attn: Kristopher Hansen

Dear Gentlemen:

We appreciate the opportunity to work with you to conduct a search for eight independent directors for the post-chapter 11 Board of Lear Corporation (“Lear”). This letter will confirm our working arrangements with you for conducting this important assignment.

Pursuant to the term sheet attached to the chapter 11 plan support agreement entered into by and Lear and certain of its prepetition senior secured lenders (the “Lender Plan Support Agreement”) and the chapter 11 plan support agreement entered by Lear and certain of its noteholders party thereto (the “Noteholder Plan Support Agreement”), the eight independent directors for the post-chapter 11 Board of Lear shall be appointed, with the assistance of Spencer Stuart, as follows: (a) five (5) directors shall be appointed by JPMorgan Chase Bank, N.A., in its capacity as administrative agent under Lear’s prepetition senior secured credit facility (the “Agent”), in consultation with the lenders party to the Lender Plan Support Agreement; and (b) three (3) directors shall be appointed by the steering committee of certain of Lear’s noteholders (the “Noteholder Committee”), in consultation with the noteholders party to the Noteholder Plan Support Agreement and the official committee of unsecured creditors appointed in Lear’s chapter 11 cases.

Staffing

In conducting this search, Julie Daum, Alvan Turner and Nick Young will be the lead Spencer Stuart consultants responsible for ensuring the success of the assignment. We operate under a best-team approach that utilizes consultants who are members of our Board Services Practice working with colleagues who have extensive knowledge of specific industries, functions and talent — coupled with geographic reach. We also draw upon the extensive skills of our research staff.

We understand that this assignment is intended to be completed prior to the confirmation hearing on Lear Corporation’s chapter 11 plan, which hearing is currently scheduled for November 5, 2009.

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Houston
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Madrid
Melbourne
Mexico City
Miami
Milan
Minneapolis/St. Paul
Montreal
Mumbai
Munich
New Delhi
New York
Orange County
Paris
Philadelphia
Prague
Rome
San Francisco
Santiago
Sao Paulo
Shanghai
Silicon Valley
Singapore
Stamford
Stockholm
Sydney
Tokyo
Toronto
Vienna
Warsaw
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Administration, Fees and Expenses

We charge a professional fee and expenses for our services. Our normal professional retainer fee ("Retainer Fee") for a director search is \$125,000. Given the size of this project, we would propose to bill a set fee for the entire assignment. This would include helping to assess the current board members, reviewing the Agent's and Noteholder Committee's director suggestions (together with current members of Lear Corporation's board of directors, the "Lender Referrals") and identifying potential qualified board prospects. In addition, we would perform the entire project for \$550,000 billed over three months.

The fee (the "Fee") will be billed according to the following schedule:

September 15, 2009	\$183,334
October 15, 2009	\$183,333
November 15, 2009	\$183,333

We also are entitled to reimbursement for third-party services to verify candidate education, license and certification, negative press checks (local, regional, national, and world wide web publications), computer and communication costs, postage, reprographics, and other third-party research costs up to 10% of the Retainer Fee.

In addition to fees, we bill for reasonable travel and related out-of-pocket expenses for consultants and candidates and any third-party investigative services you request per the attached Enhanced Due Diligence Services document. In jurisdictions where required, applicable state and city service taxes will be added.

Our fee is considered earned regardless of the source of names since we will be conducting a full search and evaluating all prospects including our due diligence process. If for any reason you should decide to cancel the project before the full fee becomes payable, our fees are considered earned, on a pro-rated basis from the commencement of the assignment, to the date of cancellation. The first month's fee is considered earned in its entirety at the commencement of the assignment.

Should you cancel the search prior to filling all eight director positions, but then, within one year of the completion or termination of the assignment, hire as directors one or more candidates that we have presented to you (other than for Lender Referrals), you will pay us: (i) in the case of the first director position so filled, an amount (if any), when taken together with the aggregate amount of any portion of the Fee previously paid to us, equals 50% of the Retainer Fee; (ii) in the case of the second director position, an amount (if any), when taken together with the aggregate amount of any portion of the Fee previously paid to us (including pursuant to clause (i) above), equals 100% of the Retainer Fee; and (iii) in the case of each other director position, \$75,000 per director position filled until the total amount paid hereunder equals \$375,000. Spencer Stuart shall be deemed to have completed the search assignment regardless of whether the director was identified by us or another source.

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Within one year from the completion or termination of the assignment, if you select any additional candidates other than a Lender Referral for the board of directors whom we have presented to you in addition to the original eight positions, we will bill you an additional \$75,000 for each additional placement. Likewise, if, within one year from the completion or termination of the assignment, you hire into a management position any candidates that we have identified to you (other than a Lender Referral), we will bill you our standard fee of one-third of the agreed-upon first year's total cash compensation.

Notwithstanding anything herein to the contrary, any payment obligations of Lear Corporation pursuant to this Agreement will be subject to approval by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Upon execution, Lear Corporation will promptly file a motion with the Bankruptcy Court, requesting approval of this Agreement *nunc pro tunc* to September 11, 2009.

For your convenience and internal confidentiality, invoices for this project will be given a unique assignment number. For your records, Spencer Stuart's Tax Identification Number is 36-3538416. Invoices for professional services and expenses are due and payable upon receipt.

Our normal off-limits policy that applies to our executive search assignments does not apply to board searches but will apply to any candidate hired into a management position.

Agreement

By having the appropriate authorized agent(s) of the undersigned sign in the spaces provided below, the undersigned agrees to the terms and conditions of this search assignment as outlined above.

This letter agreement shall become effective and binding on the parties hereto only upon the execution of this letter agreement by all parties.

We look forward to the opportunity to partner with you on this important board assignment and will do our utmost to identify qualified candidates who would best meet your board requirements.

Sincerely,



Julie Hembrock Daum
North American Board and
CEO Succession Practice Leader
Cc:Nicholas Young



H. Alvan Turner
Global Automotive Practice Leader

Agreed and Confirmed

JPMorgan Chase Bank, N.A.,
as Administrative Agent

By: Douglas A. Jenks
Managing Director

Date

Agreed and Confirmed

Ad Hoc Bondholder Steering Committee

By: _____
Name

Title

Agreed and Confirmed

Lear Corporation

By: _____
Name

Title

FOR YOUR CONVENIENCE: CONTACT INFORMATION "TEAR OFF" SHEET

Julie Daum (New York)	Office telephone: Office fax: Email:	212.336.0263 212.336.0343 jdaum@spencerstuart.com
Sheryl McCafferty	Office telephone: Email:	212.336.0284 smccafferty@spencerstuart.com
Alvan Turner (Chicago)	Office telephone: Office fax: Email:	312.321.8318 312.822.0116 aturner@spencerstuart.com
Stephanie Sliwicki	Office telephone: Email:	312.321.8301 ssliwicki@spencerstuart.com
Nick Young (New York)	Office telephone: Office fax: Email:	212.336.0321 212.336.0224 nyoung@spencerstuart.com
Beth Fulton	Office telephone: Email:	212.336.0265 bfulton@spencerstuart.com

ENHANCED DUE DILIGENCE SERVICES

In order to assist our clients, Spencer Stuart can refer you to a qualified, independent investigative firm that offers comprehensive background information about potential candidates that complements our search process. Please note that the cost of this third party service is separate from our services and will be passed on to you as an out-of-pocket expense item.

Please note that in all cases, the candidate must provide the investigative firm with written consent prior to beginning the background check, which generally occurs after the final reference stage on the finalist candidate(s).