

ALLIANCE RESOURCE PARTNERS LP
Form 8-K
January 09, 2019

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 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): January 3, 2019

ALLIANCE RESOURCE PARTNERS, L.P.

(Exact name of registrant as specified in its charter)

Delaware		73-1564280
(State or other jurisdiction of incorporation or organization)	Commission File No.: 0-26823	(IRS Employer Identification No.)

1717 South Boulder Avenue, Suite 400, Tulsa, Oklahoma 74119

(Address of principal executive offices and zip code)

(918) 295-7600

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

ITEM 7.01. REGULATION FD DISCLOSURE.

On January 3, 2019, Alliance Resource Partners, L.P. closed the previously announced acquisition of certain partnership interests in AllDale Minerals, LP and AllDale Minerals II, LP for a cash purchase price of \$175.96 million, thereby gaining control of approximately 42,000 net royalty acres in premier oil and gas resource plays. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information furnished in this Item 7.01, including Exhibit 99.1 hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section nor shall such information be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except to the extent specifically referenced in any such filings.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

Exhibit Number	Description
99.1	<u>Alliance Resource Partners, L.P. press release dated January 3, 2019.</u>

SIGNATURES

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

Alliance Resource Partners, L.P.

By: Alliance Resource Management GP, LLC,
its general partner

By: /s/ Joseph W. Craft III
Joseph W. Craft III
President, Chief Executive Officer
and Director

Date: January 9, 2019

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02/01/2013

Buy

2,194

Equity Swap

LEA

02/04/2013

Buy

8,463

Equity Swap

LEA

02/05/2013

Buy to Open

8,472

American Style OTC Call Option; Strike \$0.00; Exp. 02/05/2015

LEA

02/06/2013

Buy to Open

2,917

American Style OTC Call Option; Strike \$0.00; Exp. 02/05/2015

LEA

02/06/2013

Sell to Open

(905)

European Style OTC Put Option; Strike \$25.00; Exp. 02/05/2015

LEA
 02/06/2013
 Buy to Open

905
 American Style OTC Call Option; Strike \$25.00; Exp. 02/05/2015

LEA
 02/07/2013
 Sell to Open

(1,960)
 European Style OTC Put Option; Strike \$25.00; Exp. 02/05/2015

LEA
 02/07/2013
 Buy to Open

1,960
 American Style OTC Call Option; Strike \$25.00; Exp. 02/05/2015

Marcato International Master Fund, Ltd.

Security Description	Trade Date	Buy/Sell	Trade Qty ⁷	
LEA	04/02/2012	Buy	47,679	Common Stock
LEA	04/03/2012	Buy	117,476	Common Stock
LEA	04/04/2012	Buy	97,996	Common Stock
LEA	04/05/2012	Buy	71,364	Common Stock
LEA	04/09/2012	Buy	153,181	Common Stock
LEA	04/30/2012	Buy	5,734	Common Stock
LEA	05/01/2012	Buy	210,437	Common Stock
LEA	05/02/2012	Buy	29,191	Common Stock
LEA	05/31/2012	Buy	43,189	Common Stock
LEA	06/29/2012	Buy	82,998	Common Stock
LEA	07/02/2012	Buy	25,979	Common Stock
LEA	07/19/2012	Buy	36,974	Common Stock
LEA	07/20/2012	Buy	36,174	Common Stock
LEA	07/25/2012	Buy	55,034	Common Stock
LEA	07/30/2012	Buy	54,089	Common Stock

⁷ Number of Shares with respect to options indicates number of Shares underlying options.

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Security Description	Trade Date	Buy/Sell	Trade Qty7	
LEA	07/31/2012	Buy	144,237	Common Stock
LEA	08/01/2012	Buy	28,785	Common Stock
LEA	08/14/2012	Buy	180,792	Common Stock
LEA	08/31/2012	Buy	22,421	Common Stock
LEA	09/28/2012	Buy	73,998	Common Stock
LEA	10/01/2012	Buy	118,055	Common Stock
LEA	10/02/2012	Buy	59,981	Common Stock
LEA	10/31/2012	Buy	74,989	Common Stock
LEA	11/01/2012	Buy	101,106	Common Stock
LEA	12/03/2012	Sell	(41,586)	Common Stock
LEA	12/28/2012	Buy	55,000	Common Stock
LEA	12/31/2012	Buy	97,578	Common Stock
LEA	01/02/2013	Buy	25,030	Common Stock
LEA	01/07/2013	Buy	156,528	Common Stock
LEA	01/08/2013	Buy	67,888	Common Stock
LEA	01/11/2013	Sell	(303,988)	Common Stock
				American Style Listed Put Option; Strike \$40; Exp. 03/16/2013
LEA	01/11/2013	Sell to Open	(1,381,800)	
				American Style Listed Call Option; Strike \$55; Exp. 03/16/2013
LEA	01/11/2013	Buy to Open	1,381,800	
LEA	01/30/2013	Buy	67,312	Equity Swap
				American Style Listed Call Option; Strike \$55; Exp. 03/16/2013
LEA	01/31/2013	Buy to Open	40,000	
				American Style Listed Put Option; Strike \$40; Exp. 03/16/2013
LEA	01/31/2013	Sell to Open	(40,000)	
LEA	01/31/2013	Buy	156,074	Equity Swap
LEA	02/01/2013	Buy	54,235	Equity Swap
LEA	02/04/2013	Buy	238,547	Equity Swap
				American Style OTC Call Option; Strike \$0.00; Exp. 02/05/2015
LEA	02/05/2013	Buy to Open	216,779	
				American Style OTC Call Option; Strike \$0.00; Exp. 02/05/2015
LEA	02/06/2013	Buy to Open	71,893	
				European Style OTC Put Option; Strike \$25.00; Exp. 02/05/2015
LEA	02/06/2013	Sell to Open	(22,944)	
				American Style OTC Call Option; Strike \$25.00; Exp. 02/05/2015
LEA	02/06/2013	Buy to Open	22,944	

Security Description	Trade Date	Buy/Sell	Trade Qty7	
LEA	02/07/2013	Sell to Open	(49,685)	European Style OTC Put Option; Strike \$25.00; Exp. 02/05/2015
LEA	02/07/2013	Buy to Open	49,685	American Style OTC Call Option; Strike \$25.00; Exp. 02/05/2015

Transactions by Oskie

Oskie Master Fund, L.P.

Security Description	Trade Date	Buy/Sell	Trade Qty8	
LEA	02/01/2011	Buy	4,000	Common Stock
LEA	02/10/2011	Sell	(2,500)	Common Stock
LEA	02/11/2011	Sell	(2,000)	Common Stock
LEA	02/14/2011	Sell	(2,000)	Common Stock
LEA	02/16/2011	Sell	(3,000)	Common Stock
LEA	02/22/2011	Sell	(2,000)	Common Stock
LEA	02/25/2011	Buy	3,000	Common Stock
LEA	03/01/2011	Buy	1,000	Common Stock
LEA	03/11/2011	Buy	3,000	Common Stock
LEA	03/15/2011	Buy	2,000	Common Stock
LEA	03/16/2011	Buy	1,000	Common Stock
LEA	03/18/2011	Sell	(5,000)	Common Stock
LEA	03/18/2011	Stock Split	44,725	Common Stock
LEA	03/22/2011	Sell	(5,000)	Common Stock
LEA	03/22/2011	Sell	(500)	Common Stock
LEA	03/22/2011	Sell	(5,000)	Common Stock
LEA	03/23/2011	Sell	(5,000)	Common Stock
LEA	03/23/2011	Sell	(5,000)	Common Stock
LEA	03/29/2011	Sell	(11,000)	Common Stock
LEA	03/30/2011	Sell	(6,000)	Common Stock
LEA	03/31/2011	Sell	(4,000)	Common Stock
LEA	04/01/2011	Sell	(2,000)	Common Stock
LEA	04/05/2011	Sell	(5,000)	Common Stock
LEA	04/07/2011	Sell	(10,950)	Common Stock
LEA	04/08/2011	Sell	(5,000)	Common Stock
LEA	04/11/2011	Sell	(20,000)	Common Stock
LEA	04/12/2011	Buy	35,000	Common Stock
LEA	04/14/2011	Sell	(5,000)	Common Stock

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Security Description	Trade Date	Buy/Sell	Trade Qty8	
LEA	04/25/2011	Sell	(5,000)	Common Stock
LEA	04/26/2011	Sell	(20,000)	Common Stock
LEA	04/27/2011	Sell	(5,000)	Common Stock
LEA	05/02/2011	Buy	10,000	Common Stock
LEA	05/03/2011	Buy	5,000	Common Stock
LEA	05/03/2011	Buy	5,000	Common Stock
LEA	05/03/2011	Buy	20,000	Common Stock
LEA	05/05/2011	Buy	5,000	Common Stock
LEA	05/09/2011	Buy	5,000	Common Stock
LEA	05/12/2011	Sell	(10,000)	Common Stock
LEA	05/16/2011	Sell	(6,000)	Common Stock
LEA	05/17/2011	Buy	5,000	Common Stock
LEA	05/19/2011	Sell	(5,000)	Common Stock
LEA	05/19/2011	Sell	(8,000)	Common Stock
LEA	05/23/2011	Sell	(13,000)	Common Stock
LEA	05/24/2011	Sell	(13,000)	Common Stock
LEA	08/15/2011	Buy	11,000	Common Stock
LEA	08/16/2011	Sell	(11,000)	Common Stock
LEA	12/13/2011	Buy	9,697	Common Stock
LEA	12/14/2011	Sell	(5,100)	Common Stock
LEA	12/15/2011	Sell	(4,597)	Common Stock
LEA	12/16/2011	Buy	14,536	Common Stock
LEA	12/16/2011	Buy	2,400	Common Stock
LEA	12/19/2011	Buy	4,850	Common Stock
LEA	12/20/2011	Buy	6,300	Common Stock
LEA	12/21/2011	Buy	4,847	Common Stock
LEA	12/21/2011	Buy	9,693	Common Stock
LEA	01/09/2012	Buy	9,670	Common Stock
				American Style Listed Put Option; Strike \$40; Exp. 01/21/2012
LEA	01/09/2012	Buy to Open	33,800	
LEA	01/10/2012	Buy	4,835	Common Stock
LEA	01/11/2012	Buy	4,837	Common Stock
				American Style Listed Put Option; Strike \$40; Exp. 01/21/2012
LEA	01/11/2012	Sell to Close	(14,500)	
				American Style Listed Put Option; Strike \$40; Exp. 01/21/2012
LEA	01/13/2012	Sell to Close	(19,300)	
LEA	01/23/2012	Buy	2,901	Common Stock
LEA	01/24/2012	Buy	600	Common Stock
LEA	02/03/2012	Sell	(12,581)	Common Stock

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Security Description	Trade Date	Buy/Sell	Trade Qty8	
LEA	02/13/2012	Sell	(5,807)	Common Stock
LEA	02/24/2012	Sell	(1,935)	Common Stock
LEA	04/04/2012	Sell	(4,400)	Common Stock
LEA	04/26/2012	Buy	7,258	Common Stock
LEA	04/30/2012	Buy	12,569	Common Stock
				American Style Listed Call Option; Strike \$40; Exp. 05/19/2012
LEA	05/02/2012	Buy to Open	15,600	
LEA	05/03/2012	Sell	(9,959)	Common Stock
LEA	05/04/2012	Sell	(2,417)	Common Stock
LEA	05/08/2012	Sell	(2,417)	Common Stock
LEA	05/11/2012	Sell	(4,834)	Common Stock
				American Style Listed Call Option; Strike \$40; Exp. 05/19/2012
LEA	05/18/2012	Expired	-15,600	
LEA	05/22/2012	Sell	(900)	Common Stock
LEA	05/23/2012	Buy	9,668	Common Stock
LEA	05/31/2012	Buy	7,254	Common Stock
LEA	06/1/2012	Buy	2,900	Common Stock
LEA	06/4/2012	Buy	2,902	Common Stock
LEA	07/13/2012	Buy	19,347	Common Stock
LEA	07/16/2012	Buy	8,219	Common Stock
LEA	07/19/2012	Buy	4,700	Common Stock
LEA	09/11/2012	Sell	(12,079)	Common Stock
LEA	09/13/2012	Sell	(4,832)	Common Stock
LEA	10/18/2012	Sell	(7,247)	Common Stock
LEA	10/19/2012	Sell	(10,900)	Common Stock
LEA	12/7/2012	Sell	(4,833)	Common Stock
				American Style Listed Call Option; Strike \$45; Exp. 01/19/2013
LEA	12/10/2012	Buy to Open	48,200	
LEA	12/11/2012	Buy	9,635	Common Stock
				American Style Listed Call Option; Strike \$45; Exp. 01/19/2013
LEA	12/17/2012	Buy to Open	48,200	
LEA	12/17/2012	Buy	4,816	Common Stock
				American Style Listed Call Option; Strike \$45; Exp. 01/19/2013
LEA	01/02/2013	Sell to Close	(3,000)	
LEA	01/02/2013	Sell	(2,417)	Common Stock
				American Style Listed Call Option; Strike \$50; Exp. 02/16/2013
LEA	01/07/2013	Buy to Open	56,900	

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Security Description	Trade Date	Buy/Sell	Trade Qty ⁸	
LEA	01/07/2013	Buy to Open	37,900	American Style Listed Call Option; Strike \$50; Exp. 03/16/2013
LEA	01/11/2013	Sell	(9,483)	Common Stock
LEA	01/14/2013	Sell	(14,225)	Common Stock
LEA	01/15/2013	Sell to Close	(47,400)	American Style Listed Call Option; Strike \$45; Exp. 01/19/2013
LEA	01/17/2013	Sell to Close	(37,900)	American Style Listed Call Option; Strike \$45; Exp. 01/19/2013
LEA	01/18/2013	Exercise	(8,100)	American Style Listed Call Option; Strike \$45; Exp. 01/19/2013
LEA	01/18/2013	Buy	8,100	Common Stock
LEA	02/05/2013	Buy	28,467	Common Stock

Oskie Managed Account

Security Description	Trade Date	Buy/Sell	Trade Qty ⁹	
LEA	12/13/2011	Buy	10,303	Common Stock
LEA	12/14/2011	Sell	(5,500)	Common Stock
LEA	12/15/2011	Sell	(4,803)	Common Stock
LEA	12/16/2011	Buy	15,464	Common Stock
LEA	12/16/2011	Buy	2,600	Common Stock
LEA	12/19/2011	Buy	5,150	Common Stock
LEA	12/20/2011	Buy	6,700	Common Stock
LEA	12/21/2011	Buy	5,153	Common Stock
LEA	12/21/2011	Buy	10,307	Common Stock
LEA	01/09/2012	Buy	10,330	Common Stock
LEA	01/09/2012	Buy to Open	36,200	American Style Listed Put Option; Strike \$40; Exp. 01/21/2012
LEA	01/10/2012	Buy	5,165	Common Stock
LEA	01/11/2012	Buy	5,163	Common Stock
LEA	01/11/2012	Sell to Close	(15,500)	American Style Listed Put Option; Strike \$40; Exp. 01/21/2012

⁹ Number of Shares with respect to options indicates number of Shares underlying options.

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Security Description	Trade Date	Buy/Sell	Trade Qty ⁹	
				American Style Listed Put Option; Strike \$40; Exp. 01/21/2012
LEA	01/13/2012	Sell to Close	(20,700)	
LEA	01/23/2012	Buy	3,099	Common Stock
LEA	01/24/2012	Buy	700	Common Stock
LEA	02/03/2012	Sell	(13,419)	Common Stock
LEA	02/13/2012	Sell	(6,193)	Common Stock
LEA	02/24/2012	Sell	(2,065)	Common Stock
LEA	04/04/2012	Sell	(4,600)	Common Stock
LEA	04/26/2012	Buy	7,742	Common Stock
LEA	04/30/2012	Buy	13,431	Common Stock
				American Style Listed Call Option; Strike \$40; Exp. 05/19/2012
LEA	05/02/2012	Buy to Open	16,600	
LEA	05/03/2012	Sell	(10,641)	Common Stock
LEA	05/04/2012	Sell	(2,583)	Common Stock
LEA	05/08/2012	Sell	(2,583)	Common Stock
LEA	05/11/2012	Sell	(5,166)	Common Stock
				American Style Listed Call Option; Strike \$40; Exp. 05/19/2012
LEA	05/18/2012	Expired	-16,600	
LEA	05/22/2012	Sell	(900)	Common Stock
LEA	05/23/2012	Buy	10,332	Common Stock
LEA	05/31/2012	Buy	7,746	Common Stock
LEA	06/01/2012	Buy	3,100	Common Stock
LEA	06/04/2012	Buy	3,098	Common Stock
LEA	07/13/2012	Buy	20,653	Common Stock
LEA	07/16/2012	Buy	8,781	Common Stock
LEA	07/19/2012	Buy	5,100	Common Stock
LEA	09/11/2012	Sell	(12,921)	Common Stock
LEA	09/13/2012	Sell	(5,168)	Common Stock
LEA	10/18/2012	Sell	(7,753)	Common Stock
LEA	10/19/2012	Sell	(11,700)	Common Stock
LEA	12/07/2012	Sell	(5,167)	Common Stock
				American Style Listed Call Option; Strike \$45; Exp. 01/19/2013
LEA	12/10/2012	Buy to Open	51,800	
LEA	12/11/2012	Buy	10,365	Common Stock
				American Style Listed Call Option; Strike \$45; Exp. 01/19/2013
LEA	12/17/2012	Buy to Open	51,800	

Security Description	Trade Date	Buy/Sell	Trade Qty ⁹	
LEA	12/17/2012	Buy	5,184	Common Stock
				American Style Listed Call
				Option; Strike \$50; Exp.
LEA	01/07/2013	Buy to Open	63,100	02/16/2013
				American Style Listed Call
				Option; Strike \$50; Exp.
LEA	01/07/2013	Buy to Open	42,100	03/16/2013
LEA	01/11/2013	Sell	(10,517)	Common Stock
LEA	01/14/2013	Sell	(15,775)	Common Stock
				American Style Listed Call
				Option; Strike \$45; Exp.
LEA	01/15/2013	Sell to Close	(52,600)	01/19/2013
				American Style Listed Call
				Option; Strike \$45; Exp.
LEA	01/17/2013	Sell to Close	(42,100)	01/19/2013
				American Style Listed Call
				Option; Strike \$45; Exp.
LEA	01/18/2013	Exercise	(8,900)	01/19/2013
LEA	01/18/2013	Buy	8,900	Common Stock
LEA	02/05/2013	Buy	31,533	Common Stock

Transactions by Nominees

The transactions with respect to which Mr. McGuire may be deemed to be a beneficial owner by virtue of his position with Marcato Capital Management LLC have been set forth above.

The transactions with respect to which Mr. Markowitz may be deemed to be a beneficial owner by virtue of his position with Oskie Capital Management LLC have been set forth above.

Mr. Digirolamo has had no transactions with respect to Company securities during the past two years.

Consents to Being Named as Nominees,
and to Serve as Directors of Lear Corporation

[See Attached]

A-1

Consent to Being Named as a Nominee
and to Serve as Director of Lear Corporation

To: Secretary of Lear Corporation

The undersigned hereby consents (x) to being named as a nominee for election to the Board of Directors of Lear Corporation, a Delaware corporation (the "Company"), (y) to be named in the proxy soliciting materials as such and (z) if duly elected by the stockholders of the Company, to serve as a director of the Company.

Dated: February 13, 2013

/s/ Richard T. McGuire III
Richard T. McGuire III

Consent to Being Named as a Nominee
and to Serve as Director of Lear Corporation

To: Secretary of Lear Corporation

The undersigned hereby consents (x) to being named as a nominee for election to the Board of Directors of Lear Corporation, a Delaware corporation (the "Company"), (y) to be named in the proxy soliciting materials as such and (z) if duly elected by the stockholders of the Company, to serve as a director of the Company.

Dated: February 13, 2013

/s/ David M. Markowitz
David M. Markowitz

Consent to Being Named as a Nominee
and to Serve as Director of Lear Corporation

To: Secretary of Lear Corporation

The undersigned hereby consents (x) to being named as a nominee for election to the Board of Directors of Lear Corporation, a Delaware corporation (the "Company"), (y) to be named in the proxy soliciting materials as such and (z) if duly elected by the stockholders of the Company, to serve as a director of the Company.

Dated: February 8, 2013

/s/ Enrico Digirolamo
Enrico Digirolamo

Form of Engagement and Indemnification

Agreement by and between Marcato and each Nominee

[See Attached]

B-1

ENGAGEMENT AND INDEMNIFICATION AGREEMENT

ENGAGEMENT AND INDEMNIFICATION AGREEMENT, dated as of February ___, 2013 (this “Agreement”), by and among Marcato Capital Management LLC, a Delaware limited liability company (“Marcato”) and [] (“Nominee”).

WHEREAS, Marcato has asked and Nominee has agreed to be (i) a nominee for election to the Board of Directors (the “Board of Directors”) of Lear Corporation, a Delaware corporation (the “Company”), at the 2013 annual meeting of stockholders of the Company, including any adjournments or postponements thereof or any special meeting that may be called in lieu thereof (the “Annual Meeting”) and (ii) named as such in the proxy soliciting materials related to the Annual Meeting;

WHEREAS, Marcato may solicit proxies from the stockholders of the Company in support of Nominee’s election as a director of the Company at the Annual Meeting (the “Solicitation”); and

WHEREAS, Nominee has agreed to serve as a director of the Company if so elected at the Annual Meeting.

NOW, THEREFORE, in consideration of the foregoing and with the understanding on the part of Marcato that Nominee is relying on this Agreement in agreeing to be a nominee as aforesaid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

“Claim” means any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative, formal or informal, investigative or other), whether instituted by Marcato, the Company or any other party, or any inquiry or investigation that Nominee in good faith believes might lead to the institution of any such action, suit or proceeding.

“Expenses” means all reasonable attorneys’ fees and all other reasonable out-of-pocket fees, costs, and expenses paid or incurred in connection with the Solicitation or related matters, as applicable, including without limitation, investigating, defending or participating (as a party, witness or otherwise), in (including on appeal), or preparing to defend or participate in, any Claim relating to any Indemnifiable Event, including the costs and expenses of Nominee seeking enforcement of this Agreement, in each case except to the extent arising out of or resulting from Nominee’s gross negligence, willful misconduct, bad faith or a material misstatement or omission in the information provided by Nominee in connection with the Solicitation and in each case to the extent not otherwise covered by insurance or indemnification from another source (including, without limitation, the Company).

“Indemnifiable Event” means any event or occurrence relating to or directly or indirectly arising out of, or any action taken or omitted to be taken in connection with, the Solicitation or related matters (including in Nominee’s capacity as a nominee for election to the Board of Directors of the Company at the Annual Meeting), in each case except to the extent arising out of or resulting from Nominee’s gross negligence, willful misconduct, bad faith or a material misstatement or omission in the information provided by the Nominee in connection with the Solicitation and, in each case excluding any action or omission for which Nominee would be entitled to indemnification pursuant to the organizational documents of the Company or pursuant to a written agreement between Nominee and the Company (provided, that the foregoing exclusion will not apply to the extent that, during the first year following election, the Company does not indemnify Nominee with respect to an act or occurrence arising out of the Solicitation or Nominee’s nomination for election to the Board of Directors of the Company at the Annual Meeting).

“Loss or Losses” means any and all damages, judgments, fines, penalties, amounts paid or payable in settlement, deficiencies, losses and Expenses (including all interest, assessments, and other charges paid or payable in connection with or in respect of such Losses), in each case except to the extent arising out of or resulting from Nominee’s gross negligence, willful misconduct, bad faith or a material misstatement or omission in the information provided by the Nominee in connection with the Solicitation and in each case to the extent not otherwise covered by insurance or indemnification from another source (including, without limitation, the Company).

2. Agreement to be Named and Serve; No Additional Consideration. Nominee hereby agrees to be a nominee for election to the Board of Directors of the Company and to be named as such in the proxy soliciting materials related to the Annual Meeting. Nominee further agrees to serve as a director of the Company if so elected at the Annual Meeting. Except as set forth herein, the parties hereto agree that Nominee shall not be entitled to receive any cash or other consideration from Marcato in respect of Nominee’s agreement to be a nominee for election to the Board of Directors of the Company and to be named as such in the proxy soliciting materials related to the Annual Meeting, whether or not Nominee is elected to the Board of Directors of the Company.

3. Indemnification.

(a) In the event Nominee was, is or becomes a party to or other participant in, or is threatened to be made a party to or other participant in, a Claim by reason of (or arising or allegedly arising in any manner out of or relating to in whole or in part) an Indemnifiable Event, Marcato, to the fullest extent permitted by applicable law, shall indemnify and hold harmless Nominee from and against any and all Losses suffered, incurred or sustained by Nominee or to which Nominee becomes subject, resulting from, arising out of or relating to such Claim (it being understood and agreed that except as provided in Section 3(c) with respect to Expenses, reimbursements of any such Losses payable hereunder shall be made as soon as practicable but in any event no later than 15 days after written request is made to Marcato accompanied by supporting documentation).

Nominee shall give Marcato written notice of any Claim (accompanied by such reasonable supporting documentation as may be in Nominee's possession) as soon as practicable after Nominee becomes aware thereof; provided, that the failure of Nominee to give such notice shall not relieve Marcato of its indemnification obligations under this Agreement, except to the extent that such failure prejudices the rights of Marcato.

(b) In the case of the commencement of any Claim against Nominee in respect of which he may seek indemnification from Marcato hereunder, Marcato will be entitled to participate therein, including, without limitation, the negotiation and approval of any settlement of such action. To the extent that Marcato may wish to assume the defense of any Claim against Nominee in respect of which Nominee may seek indemnification from Marcato hereunder, Marcato shall provide Nominee with written notice of Marcato's election to so assume the defense of such Claim. Such notice shall include Marcato's written acknowledgment that such Claim is subject to indemnification under the terms of this Agreement. From and after such election by Marcato to assume defense of a Claim, Marcato will not be liable to Nominee under this Agreement for any Expenses subsequently incurred by Nominee in connection with the defense thereof other than reasonable costs of investigation and preparation therefor (including, without limitation, appearing as a witness and reasonable fees and expenses of legal counsel in connection therewith). If in any action for which indemnity may be sought hereunder Marcato shall not have timely assumed the defense thereof with counsel reasonably satisfactory to Nominee, or Nominee shall have been advised by his counsel that it would constitute a conflict of interest for the same counsel to represent both Nominee and Marcato in such action, or if Nominee has been advised by counsel that Nominee have separate or additional defenses with regard to such action, Nominee shall have the right to employ his own counsel reasonably satisfactory to Marcato in such action, in which event Marcato shall pay directly or reimburse Nominee for any costs not paid directly for all reasonable legal fees and expenses incurred by him in connection with the defense thereof. Marcato shall in no event be liable for any settlement of any action effected without its prior written consent (which consent shall not be unreasonably withheld). Marcato shall not settle any Claim in any manner that would impose any expense, penalty, obligation or limitation on Nominee, or would contain language (other than a recitation of any amounts to be paid in settlement) that could reasonably be viewed as an acknowledgment of wrongdoing on the part of Nominee or as materially detrimental to the reputation of Nominee, without Nominee's prior written consent (which consent shall not be unreasonably withheld).

(c) Nominee's right to indemnification pursuant to this Section 3 shall include the right of Nominee to be advanced by Marcato any Expenses incurred in connection with any Indemnifiable Event as such expenses are incurred by Nominee; provided, however, that all amounts advanced in respect of such Expenses shall be repaid to Marcato by Nominee to the extent it shall ultimately

be determined in a final judgment that Nominee is not entitled to be indemnified for such Expenses.

(d) Notwithstanding any other provision of this Agreement to the contrary, the indemnity and expense reimbursement obligations of Marcato provided by this Agreement will not apply to any event or occurrence relating to or directly or indirectly arising out of Nominee's service as a director of the Company.

4. No Agency. Each of Marcato and Nominee acknowledges that Nominee is not acting as an agent of Marcato or in a fiduciary capacity with respect to Marcato and that Nominee is not assuming any duties or obligations to Marcato other than those expressly set forth in this Agreement. Nothing contained herein shall be construed as creating, or be deemed to create, the relationship of employer and employee between the parties, nor any agency. Each of Marcato and Nominee further acknowledges that, should Nominee be elected to the Board of Directors of the Company, all of Nominee's activities and decisions as a director of the Company will be governed by applicable law and subject at all times to his fiduciary duties.

5. Partial Indemnity; No Evading of Obligations. If Nominee is entitled under any provision of this Agreement to indemnification by Marcato for some or a portion of any Loss, but not for all of the total amount thereof, Marcato shall nevertheless indemnify Nominee, subject to the terms and conditions hereof, for the portion thereof to which Nominee is entitled. Marcato agrees not to take any action for the sole purpose of evading its obligations under this Agreement.

6. No Presumptions. For purposes of this Agreement, the termination of any claim, action, suit or proceeding, by judgment, order, settlement (whether with or without court approval), or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Nominee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

7. Nonexclusivity, Etc. The rights of Nominee hereunder shall be in addition to any other rights, if any, Nominee may have under any by-law, insurance policy, the Delaware General Corporation Law, or otherwise.

8. Amendment, Etc. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

9. Subrogation. In the event of payment under this Agreement, Marcato shall be subrogated to the extent of such payment to all of the rights of recovery of Nominee, and Nominee shall execute all papers required and shall do everything that

may be necessary to secure such rights, including the execution of such documents necessary to enable Marcato effectively to bring suit to enforce such rights.

10. No Duplication of Payments. Marcato shall not be liable under this Agreement to make any payment in connection with a Claim made against Nominee to the extent Nominee has otherwise actually received payment (under any insurance policy, by-law or otherwise) of the amounts otherwise indemnifiable hereunder; provided, that if Nominee for any reason is required to disgorge any payment actually received by him, Marcato shall be obligated to pay such amount to Nominee in accordance with the other terms of this Agreement (i.e., disregarding the terms of this Section 10).

11. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including telecopy or similar writing) and shall be given to such party,

if to Marcato, to:

Marcato Capital Management LLC
One Montgomery Street, Suite 3250
San Francisco, CA 94104
Attn: Richard T. McGuire III
Fax: (415) 796-6388
with a copy to (which copy shall not constitute notice hereunder):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attn: Jeffery D. Marell, Esq.
Fax: (212) 757-3990

if to Nominee, to:

[_____]
[_____]
[_____]

or such other address or telecopy number as such party may hereafter specify for the purpose by notice to the other party hereby given in accordance with this Section 11. Each such notice, request or other communication shall be effective when delivered at the address specified in this Section 11.

12. Termination. This Agreement shall terminate upon delivery of written notice by Marcato to Nominee; provided, that Marcato may not terminate this Agreement without consent of Nominee following such time as Marcato has submitted the name of Nominee to the Company as a nominee for election to the Board of Directors of the Company.

13. Nominee Acknowledgement. Nominee acknowledges that Marcato shall be under no obligation to nominate Nominee for election. Nominee agrees to provide Marcato with such true and correct information as Marcato may reasonably request in connection with the Solicitation. Nominee acknowledges that Marcato will rely upon information provided by Nominee for purposes of preparing submissions to the Company, proxy solicitation materials and other public disclosure.

14. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall be brought in the state courts of the State of New York located in New York County, or in the United States District Court for the Southern District of New York, and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth or referred to in Section 11, such service to become effective ten days after such mailing.

15. Execution by Counterparts/Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed by facsimile or PDF.

16. Expense Reimbursement. Marcato hereby agrees to reimburse Nominee for his reasonable, documented out-of-pocket expenses incurred as a result of being a nominee, including, without limitation, reimbursement for reasonable travel expenses; provided, that Nominee hereby agrees that in the event Nominee reasonably determines that he needs to retain legal counsel to represent him in connection with being a nominee (other than in connection with a claim for indemnification, which is addressed in Section 3) he will employ counsel selected by Marcato and reasonably satisfactory to Nominee. Should Nominee be elected to the Board of Directors of the Company, other than as expressly set forth herein, Marcato will not be liable for any expenses or any other liabilities incurred by Nominee during the period following election to the Board of Directors of the Company.

17. Non Disclosure. Nominee acknowledges and agrees to hold in strict confidence and will not use nor disclose to third parties information Nominee receives from Marcato or any of its agents or representatives or information developed by Nominee based upon such information Nominee receives, except for (a) information which was public at the time of disclosure or becomes part of the public domain without disclosure by Nominee, (b) information which Nominee learns from a third party (other than Marcato or its agents or representatives) which does not have a legal, contractual or fiduciary obligation of confidentiality to Marcato or its agents or representatives, (c) following Nominee's election as a director of the Company, information which is necessary for Nominee to disclose in

order to comply with Nominee's fiduciary duties under applicable law, or (d) information which is required to be disclosed by applicable law; provided, that in the event of any required disclosure pursuant to this clause (d), Nominee hereby agrees to use commercially reasonable efforts to notify Marcato promptly so that Marcato may seek a protective order or other appropriate remedy or, in Marcato's sole discretion, waive compliance with the terms of this Section 17; provided, further, that in the event that no such protective order or other remedy is obtained, or that Marcato waives compliance with the terms of this Section 17, Nominee further agrees to furnish only that portion of the confidential information which Nominee is advised by counsel is legally required and will cooperate with Marcato's efforts, without incurring any monetary expense, to obtain assurance that confidential treatment will be accorded to the confidential information.

18. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings among them with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MARCATO CAPITAL MANAGEMENT LLC

By:
Name:
Title :

Name: [Nominee]

PRESS RELEASE

Marcato Capital Management and Oskie Capital Management Announce Nominees
For Election to Lear Corporation Board of Directors

Director Nominees Offer Financial Acumen and Industry Knowledge

San Francisco, CA, and New York, NY February 14, 2013—Marcato Capital Management LLC (“Marcato”) and Oskie Capital Management LLC (“Oskie”) announced today that their affiliated investment funds are submitting to Lear Corporation (NYSE: LEA) (“Lear” or the “Company”) a notice of their intention to nominate three candidates for election to the Board of Directors of the Company at its 2013 annual meeting of shareholders.

The proposed nominees are: Richard T. McGuire III, David M. Markowitz, and Enrico Digirolamo.

Mr. McGuire, Founder of Marcato Capital Management, said: “David, Enrico and I are committed to bringing to the Board new focus and necessary urgency to drive value creation for all stockholders of Lear. We will add the important voice of the owners of the business to bear on the Board’s decision-making process to help ensure a better alignment of interests with stockholders. We also bring relevant experience, with David having been intimately involved in many of the highest profile restructurings of the auto industry, and Enrico having spent much of his career managing automotive operations in the international markets that are particularly important to Lear today. We are all committed to working constructively to help Lear fully realize its potential for all of its owners through reasonable and responsible value creation initiatives.”

Biographies of the Proposed Nominees

Mr. McGuire is the founder and Managing Member of Marcato Capital Management LLC. Prior to founding Marcato Capital Management LLC, Mr. McGuire was a partner and senior investment professional at Pershing Square Capital Management, where he worked from 2005-2009, and from January 2009 to May 2010 was the Non-Executive Chairman of Borders Group, Inc., where he was also a director from January 2008 to May 2010. Mr. McGuire has a bachelor’s degree from Princeton University and is a graduate of Harvard Business School.

Mr. Markowitz is a founder of Oskie Capital Management where he also serves as portfolio manager. In 2009 he was a member of the Auto Team at the U.S. Department of the Treasury, where he focused on the restructuring of General Motors in connection with the Presidential Task Force on the Auto Industry. Prior to his work at the Department of the Treasury, Mr. Markowitz was a founder and Senior Analyst at SLS Capital, an asset manager with in excess of \$1 billion in capital under management. Mr. Markowitz is a director of RoadOne Intermodal Logistics. Mr. Markowitz has a bachelor’s degree from the University of Michigan.

Mr. Digirolamo is Senior Vice President, Allstate Insurance. From 2008 to 2010, Mr. Digirolamo was Vice President and Chief Financial Officer of General Motors Europe. Mr. Digirolamo is a director of Metromedia International Group, a privately held company. Mr. Digirolamo brings 35

years of experience in financial management in the auto industry. He served as CFO for General Motors in South America and CFO for General Motors in Europe. In particular, Mr. Digirolamo was a member of GM's European Strategy Board, Opel Supervisory Board, Saab Board of Directors, GM Russia and the Russian JV Avtovaz Boards of Directors. Mr. Digirolamo has a bachelor's degree from Central Michigan University and a MBA from Eastern Michigan University.

Additional Information

Marcato Capital Management LLC, Richard T. McGuire III, Marcato, L.P., Marcato II, L.P., Marcato International Master Fund, Ltd., Oskie Capital Management, LLC, David M. Markowitz, Clive Rowe and Oskie Master Fund, LP (collectively, the "Group") intends to make a filing with the Securities and Exchange Commission of a proxy statement and an accompanying WHITE proxy card to be used to solicit proxies in connection with the 2013 Annual Meeting of Stockholders (including any adjournments or postponements thereof or any special meeting that may be called in lieu thereof) (the "2013 Annual Meeting") of Lear Corporation (the "Company"). Information relating to the participants in such proxy solicitation has been included in the Notification Letter filed as Exhibit E to the Amendment to Schedule 13D filed by the Group on February 14, 2013 with the Securities and Exchange Commission. **STOCKHOLDERS ARE ADVISED TO READ THE PROXY STATEMENT AND OTHER DOCUMENTS RELATED TO THE SOLICITATION OF STOCKHOLDERS OF THE COMPANY FOR USE AT THE 2013 ANNUAL MEETING WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION, INCLUDING ADDITIONAL INFORMATION RELATING TO THE PARTICIPANTS IN SUCH PROXY SOLICITATION.** When completed and available, the Group's definitive proxy statement and a form of proxy will be mailed to stockholders of the Company. These materials and other materials filed by the Group in connection with the solicitation of proxies will be available at no charge at the Securities and Exchange Commission's website at www.sec.gov. The definitive proxy statement (when available) and other relevant documents filed by the Group with the Securities and Exchange Commission will also be available, without charge, by directing a request by mail or telephone to Innisfree M&A Incorporated, 501 Madison Avenue, 20th Floor, New York, New York 10012 (call toll free: (877) 750-5837).

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