As Filed with the Securities and Exchange Commission on March 28, 2002

Registration No.

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

LEAR CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware	**13-3386776**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

and subsidiary guarantors:

Lear Operations Corporation	**Lear Midwest Automotive, Limited Partnership**
Lear Corporation Automotive Holdings	**Lear Corporation Automotive Systems**
Lear Corporation EEDS and Interiors	**Lear Automotive (EEDS) Spain S.L.**
Lear Seating Holdings Corp. #50	**Lear Corporation Mexico, S.A. de C.V.**
Lear Technologies, LLC	

(Exact name of Registrants as specified in their respective charters)

Delaware	**38-3265872**	**Delaware**	**61-1317467**
Delaware	**11-2462850**	**Ohio**	**34-6534576**
Delaware	**38-2446360**	**Spain**	**38-3384976**
Delaware	**38-2929055**	**Mexico**	**CIN-830323-T75**
Delaware	**52-2133836**		
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**	**(State or other jurisdiction of incorporation or organization)**	**(I.R.S. Employer Identification No.)**

21557 Telegraph Road	**Joseph F. McCarthy, Esq.**
Southfield, MI 48086-5008	**Lear Corporation**
(248) 447-1500	**21557 Telegraph Road**
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)	**Southfield, MI 48086-5008**
	(248) 447-1500
	(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

John L. MacCarthy
Daniel A. Ninivaggi
Winston & Strawn
200 Park Avenue
New York, NY 10166
(212) 294-6700

Approximate Date of Commencement of Proposed Sale to Public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: o

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: ☒

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: o_____

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: o_____

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box: o

CALCULATION OF REGISTRATION FEE

Title Of Shares To Be Registered	**Amount To Be Registered(1)**	**Proposed Maximum Aggregate Price Per Unit(2)**	**Proposed Maximum Aggregate Offering Price(2)**	**Amount of Registration Fee(3)**
Zero-Coupon Convertible Senior Notes due February 20, 2022	$640,000,000	42.125%	$269,600,000	$24,803

Guarantees of Zero-Coupon Convertible Senior Notes due 2022		—	—	(4)
Common Stock, $.01 par value per share	4,813,056 shares	(5)	(5)	(6)

(1) The notes were issued at an original price of $391.06 per $1,000 principal amount at maturity, which represents an aggregate initial issue price of approximately $250,000,000 and an aggregate principal amount at maturity of $640,000,000.

(2) This estimate is made pursuant to Rule 457(c) of the Securities Act solely for the purpose of determining the registration fee. The above calculation is based on the average of the bid and ask prices for the notes on PORTAL at the close of business on March 25, 2002.

(3) Pursuant to Rule 457(i) of the Securities Act, there is no filing fee with respect to the shares of common stock issuable upon conversion of the notes because no additional consideration will be received in connection with the exercise of the conversion privilege.

(4) Pursuant to Rule 457(n) under the Securities Act, no separate fee is payable for the Guarantees.

(5) Includes shares of common stock issuable upon conversion of the notes at the rate of 7.5204 shares of Common Stock for each $1,000 principal amount at maturity of the notes. This registration statement is registering the resale of the notes and the underlying shares of common stock into which the notes are convertible. Pursuant to Rule 416(a) under the Securities Act, the number of shares of common stock registered hereby shall include an indeterminable number of additional shares of common stock that may be issuable as a result of antidilution adjustments. Any shares of common stock issued upon conversion of the notes will be issued for no additional consideration.

(6) Pursuant to Rule 457 (i) under the Securities Act, no additional consideration will be received for the common stock and, therefore, no registration fee is required.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. The securities covered by this prospectus may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, dated March 28, 2002

PROSPECTUS

$640,000,000

Zero-Coupon Convertible Senior Notes Due February 20, 2022

And
Common Stock Issuable Upon Conversion Of The Notes

We issued the notes in a private placement on February 20, 2002 at an issue price of $391.06 for each note of $1,000 principal amount at maturity. The selling securityholders may use this prospectus to resell from time to time the notes and the shares of our common stock issuable upon conversion of the notes.

We will not pay cash interest on the notes prior to maturity except under the circumstances described below. Instead, on February 20, 2022, the maturity date of the notes, holders of notes will receive $1,000 for each note. The original issue price per note of $391.06 represents a yield to maturity of 4.75% per year calculated from February 20, 2002. If certain tax-related events occur and we so elect, the notes will cease to accrete original issue discount, and cash interest will accrue at a rate of 4.75% per year on the restated principal amount and be payable semi-annually. Each note will have a principal amount at maturity of $1,000.

Holders may convert their notes at any time on or before the maturity date initially into 7.5204 shares of our common stock for each note if (1) the sale price of our common stock issuable upon conversion of a note reaches a specified threshold, (2) the credit rating of the notes is reduced to below specified thresholds, (3) the notes are called for redemption or (4) specified corporate transactions or distributions have occurred. The conversion rate will be subject to adjustment in some events but will not be adjusted for increases in accreted value.

We may not redeem the notes before February 20, 2007. We may, at any time on or after February 20, 2007, redeem all or a portion of the notes for cash in an amount equal to the accreted value of the notes. Holders may require us to purchase their notes on the following dates at the following prices: February 20, 2007 at $494.52, February 20, 2012 at $625.35 and February 20, 2017 at $790.79. In addition, if we experience a fundamental change, holders may require us to purchase all or a portion of their notes at a purchase price equal to the accreted value of the notes. We may choose to pay the purchase price in cash, shares of our common stock valued at their market price or a combination of cash and shares of our common stock.

The notes are unsecured and rank equally with our other unsecured senior indebtedness. The notes are guaranteed by our subsidiaries that are guarantors under our primary credit facilities and our existing senior notes.

Our common stock is listed on the New York Stock Exchange under the symbol “LEA.”

Investing in the notes involves risks. See “Risk Factors” beginning on page 5 of this prospectus.

We will not receive any of the proceeds from the sale of the notes or the shares of common stock issuable upon conversion of the notes by any of the selling securityholders. The notes and the shares of common stock may be offered and sold from time to time directly by the selling securityholders or alternatively through underwriters or broker-dealers or agents. The notes and the shares of common stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale or at negotiated prices.

Neither the Securities and Exchange Commission, any state securities commission nor any other United States regulatory authority has approved or disapproved the notes or the common stock issuable upon conversion of the notes nor determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2002.

Incorporation of Certain Documents By Reference

We file reports, proxy statements and other information with the Securities and Exchange Commission. Such reports, proxy statements and other information can be inspected and copied at the public reference facilities maintained by the SEC at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the SEC's regional offices at 233 Broadway, New York, New York 10279 and 175 W. Jackson Boulevard, Suite 900, Chicago, Illinois 60604. Information relating to the operation of the public reference facility may be obtained by calling the SEC at 1-800-SEC-0330.

The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The address of the SEC's Internet site is http://www.sec.gov. Copies of such materials can be obtained by mail from the Public Reference Branch of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates.

In addition, reports, proxy statements and other information concerning us may also be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

The reports and other documents referred to below shall be deemed to be incorporated by reference in and made a part of this prospectus.

We incorporate by reference into this prospectus:

- our Annual Report on Form 10-K for the year ended December 31, 2001;
- our proxy statement on Schedule 14A filed with the Securities and Exchange Commission for our annual meeting to be held on May 9, 2002; and
- any future filings which we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, until all of the securities offered by this prospectus are sold.

We will make available free of charge, upon request, copies of this prospectus and any document incorporated by reference in this prospectus, other than exhibits to those documents that are not specifically incorporated by reference into those documents, by writing or telephoning Lear Corporation, 21557 Telegraph Road, P.O. Box 5008, Southfield, Michigan 48086-5008, Attention: Investor Relations, tel. (248) 447-1500.

Any statement contained herein or in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein (or in any subsequently filed document which is also incorporated or deemed incorporated by reference herein) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

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You should rely only on the information contained in this prospectus or to which we have referred you. We have not authorized anyone to provide you with information that is different. This prospectus may only be used where it is legal to sell these securities.

Forward-Looking Statements

This prospectus contains and incorporates by reference forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934. The words “will,” “may,” “designed to,” “outlook,” “believes,” “should,” “anticipates,” “plans,” “expects,” “intends” and “estimates,” and similar expressions, identify these forward-looking statements. Although we believe that the expectations reflected in these forward-looking statements are based on reasonable assumptions, these expectations may not prove to be correct. Because these forward-looking statements are subject to risks and uncertainties, actual results may differ materially from the expectations expressed in the forward-looking statements. Important factors that could cause actual results to differ materially from the expectations reflected in the forward-looking statements include those described in “Risk Factors,” as well as:

- general economic conditions in the markets in which we operate;
- fluctuations in worldwide or regional automotive and light truck production;
- financial or market declines of our customers;
- labor disputes involving us or our significant customers;
- changes in practices and/or policies of our significant customers toward outsourcing automotive components and systems;
- our success in achieving cost reductions that offset or exceed customer-mandated selling price reductions;
- liabilities arising from legal proceedings to which we are or may become a party or claims against us or our products;
- increases in our warranty costs;
- fluctuations in currency exchange rates;
- changes in technology and technological risks;
- adverse changes in economic conditions or political instability in the jurisdictions in which we operate;
- raw material shortages; and
- other risks detailed from time to time in our Securities and Exchange Commission filings (including those incorporated by reference herein).

All forward-looking statements included or incorporated by reference in this prospectus are based on information available to us on the date of this prospectus. We do not intend to update or revise any forward-looking statements that we make in this prospectus or other documents, reports, filings or press releases, whether as a result of new information, future events or otherwise.

Prospectus Summary

This summary highlights selected information contained elsewhere, or incorporated by reference, in this prospectus. It does not contain all of the information you need to consider before investing in the notes. To understand all of the terms of the notes and for a more complete understanding of the business of Lear, you should read carefully this entire document and the documents incorporated by reference in this document. When we use the terms "Lear," "we," "us" and "our," unless otherwise indicated or the context otherwise requires, we are referring to Lear Corporation and its consolidated subsidiaries.

Lear Corporation

General

We are the fifth largest automotive supplier in the world. We are the leading supplier in the global automotive interior market and the third largest supplier in the global automotive electrical distribution systems market. We have grown substantially over the last five years as a result of both internal growth and acquisitions. Our sales have grown from $6.2 billion in 1996 to $13.6 billion in 2001, a compound annual growth rate of 17%. We supply every major automotive manufacturer in the world, including General Motors, Ford, DaimlerChrysler, BMW, Fiat, Volkswagen, Peugeot, Renault, Toyota and Subaru.

We have established in-house capabilities in all five principal segments of the automotive interior market: seat systems; flooring and acoustic systems; door panels; instrument panels; and headliners. As a result of these capabilities, we offer our customers fully-integrated modules, as well as design, engineering and project management support for the entire automotive interior, including electronics and electrical distribution systems. We believe that our ability to offer automotive interiors with integrated electrical distribution systems provides us with a competitive advantage, as automotive manufacturers continue to reduce their supplier base and cost structures and to demand improved quality, greater product integration and enhanced technology.

We are focused on delivering high-quality automotive interior systems and components to our customers on a global basis. Due to the opportunity for significant cost savings and improved product quality and consistency, automotive manufacturers have increasingly required their suppliers to manufacture automotive interior systems and components in multiple geographic markets. In recent years, we have followed our customers and expanded our operations significantly in Europe, South America, South Africa and the Asia/Pacific Rim region. As a result of our efforts to expand our worldwide operations, our sales outside the United States and Canada have grown from $2.2 billion in 1996 to $5.7 billion in 2001.

Our principal executive offices are located at 21557 Telegraph Road, Southfield, Michigan 48086-5008. Our telephone number at that location is (248) 447-1500.

The Offering

Issuer	Lear Corporation.
Notes Offered	$640,000,000 principal amount at maturity of Zero-Coupon Convertible Senior Notes due February 20, 2022. We will not pay cash interest on the notes prior to maturity, other than as described under "Description of the Notes — Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event." Each note was originally issued at a price of $391.06 and a principal amount at maturity of $1,000.
Maturity	February 20, 2022.
Yield to Maturity of Notes	4.75% per year (computed on a semi-annual bond equivalent basis) calculated from February 20, 2002.
Conversion Rights	Holders may convert their notes at any time prior to the close of business on February 20, 2022 if any of the following conditions are satisfied: • the average per share sale price of our common stock for the 20 trading days immediately prior to the conversion date is at least a specified percentage beginning at 120% and declining 1/2% each year thereafter until it reaches 110% at maturity, of the accreted value of a note, divided by the conversion rate; • the long-term credit rating assigned to the notes by either Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's Ratings Group ("S&P") is reduced below Ba3 or BB-, respectively, or either of these rating services withdraws its long-term credit rating assigned to the notes; • we call the notes for redemption; • we make specified distributions to our stockholders; or • we become a party to a consolidation, merger or binding share exchange pursuant to which our common stock would be converted into cash, securities or other property. For each note of $1,000 principal amount at maturity converted, we will deliver 7.5204 shares of our common stock (including rights associated with our shareholder rights plan). Your right to surrender notes for conversion will expire at the close of business on February 20, 2022. The conversion rate may be adjusted under certain circumstances, but will not be adjusted for increases in accreted value.
Ranking	The notes are senior unsecured obligations and rank equal in right of payment with all of our existing and future unsubordinated unsecured indebtedness. Indebtedness under our primary credit facilities is secured by the pledge of all or a portion of the capital stock of certain of our subsidiaries. The notes do not have the benefit of such pledges. In addition, the notes effectively rank junior in right of payment to our other current and future secured debt to the extent of the value of the assets securing such debt. The notes also effectively rank junior in right of payment to all obligations of our subsidiaries which do not guarantee the notes with respect to the assets of those subsidiaries and effectively rank junior in right of payment to current and future secured debt of the guarantors to the extent of the value of the assets securing such debt.

Guarantees	The notes are guaranteed on a senior unsecured basis by each of our subsidiaries that guarantee our primary credit facilities and our existing senior notes. In the event that any such subsidiary ceases to be a guarantor under our primary credit facilities and the existing senior notes, such subsidiary will be released as a guarantor of the notes.
Tax	The notes were offered at an original issue discount for federal income tax purposes equal to the excess of their principal amount at maturity over the amount of their issue price. We will not make periodic cash payments of interest on the notes except as described under "Description of the Notes — Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event." Nonetheless, you should be aware that accrued original issue discount will be included periodically in your gross income for U.S. federal income tax purposes. You should also be aware that you will be responsible for the payment of taxes that may be due even though you may not receive any cash payment at the time the original issue discount is included in your gross income. See "Certain United States Federal Income Tax Consequences."
Optional Redemption	We may not redeem the notes before February 20, 2007. We may, at any time on or after February 20, 2007, redeem for cash all or a portion of the notes at their accreted value. If the notes have been converted to Cash Pay Notes following the occurrence of a Tax Event, as described in "Description of the Notes — Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event," the redemption price will be equal to the Restated Principal Amount plus accrued and unpaid interest from the date of conversion to the redemption date.
Purchase of Notes by Us at the Option of the Holder	Holders may require us to purchase their notes on any one of the following dates at the following prices: • On February 20, 2007 at a price of $494.52 per note; • On February 20, 2012 at a price of $625.35 per note; and • On February 20, 2017 at a price of $790.79 per note. If the notes have been converted to Cash Pay Notes following the occurrence of a Tax Event, as described in "Description of the Notes — Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event," the purchase price will be equal to the Restated Principal Amount plus accrued and unpaid interest from the date of conversion to the purchase date. We may choose to pay the purchase price in cash, shares of our common stock valued at their market price or a combination of cash and shares of our common stock.
Optional Conversion to Semi-Annual Cash Pay Notes upon Tax Event	From and after the occurrence of a Tax Event, as defined in this prospectus, at our option, the notes will cease to accrete, and cash interest will accrue on each note from the date on which we exercise such option at the rate of 4.75% per year on the Restated Principal Amount (i.e., the accreted value of the note on the later of the date of the Tax Event and the date we exercise such option) and shall be payable semi-annually on the interest payment dates of February 20 and August 20 of each year to holders of record at the close of business on each regular record date immediately preceding such interest payment date. Interest will be computed on a 360-day year

	comprised of twelve 30-day months and will initially accrue from the option exercise date, as defined in this prospectus, and thereafter from the last date to which interest has been paid. In such an event, the redemption prices, purchase prices and fundamental change, as defined in this prospectus, purchase prices will be adjusted as described herein. However, there will be no changes in a holder's conversion rights.
Fundamental Change	Upon the occurrence of a fundamental change involving us, each holder may require us to purchase all or a portion of such holder's notes. The purchase price will be equal to the accreted value of the notes on the date of purchase; provided, that if, prior to the purchase date, we elect to convert the notes to Cash Pay Notes, the purchase price will be equal to the Restated Principal Amount plus accrued and unpaid interest from the date of conversion to the purchase date. We may choose to pay the purchase price in cash, shares of our common stock valued at their market price or a combination of cash and shares of our common stock.
Restrictive Covenants	The notes were issued under an indenture among us, the guarantors and The Bank of New York, as trustee. The indenture limits our ability and the ability of our restricted subsidiaries to: • create liens; and • engage in sale and lease-back transactions. The indenture also limits our ability to engage in mergers and consolidations or to transfer all or substantially all of our assets. These covenants are subject to a number of important exceptions and limitations, which are described under the heading "Description of the Notes — Certain Covenants."
Use of Proceeds	We will not receive any of the proceeds from the sale by any selling securityholder of the notes or the shares of common stock issuable upon conversion of the notes covered by this prospectus.
Global Securities	The notes have been issued only in book-entry form, which means that they are represented by one or more permanent global securities registered in the name of a nominee of The Depository Trust Company. The global securities are deposited with the trustee as custodian for the depositary.
Trading	The notes issued in the initial placement are eligible for trading on the private offerings, resales, and trading through PORTAL^{SM} Market. Notes sold using this prospectus, however, will no longer be eligible for trading in the PORTAL system. We do not intend to list the notes on any national securities exchange or automated quotation system.
Common Stock	Our common stock is listed on the New York Stock Exchange under the symbol "LEA."

For a more complete description of the terms of the notes, see "Description of the Notes."

Risk Factors

You should consider carefully all of the information set forth in this prospectus and, in particular, should evaluate the specific factors set forth under "Risk Factors" before deciding whether to invest in the notes.

Risk Factors

You should consider carefully the following risks in addition to all the other information included or incorporated by reference in this prospectus, including the section regarding Forward-Looking Statements, before deciding to invest in the notes.

We may not be able to repurchase or redeem the notes.

On February 20, 2007, February 20, 2012 and February 20, 2017, we will be obligated to repurchase, at the election of each holder of the notes, the notes of such holder. In addition, each holder may require us to repurchase all or a portion of its notes in the event of a fundamental change. In either case, we may choose to pay the purchase price in cash or in shares of common stock. We may not have enough funds to pay the repurchase price in cash on a purchase date or pay the repurchase price in cash in the event of a fundamental change. Our primary credit facilities provide, and any future credit agreements or other debt agreements may provide, that a fundamental change would be an event of default under such instrument. As a result, we may be unable to repurchase notes for cash. The term "fundamental change" is limited to specified transactions and may not include other events that might adversely affect our financial condition. Our obligation to offer to repurchase the notes upon a fundamental change would not necessarily afford you protection in the event of a highly leveraged transaction, reorganization, merger or similar transaction involving Lear but may have the effect of discouraging acquisitions of our common stock which might otherwise be beneficial to trading prices for our common stock.

A court may void the guarantees of the notes or subordinate the guarantees to other obligations of the subsidiary guarantors, which would make it less likely that payments will be made under the notes.

Although standards may vary depending on the applicable law, generally under U.S. federal bankruptcy law and comparable provisions of state fraudulent transfer laws, if a court were to find that, among other things, at the time any guarantor of the notes incurred the debt evidenced by its guarantee of the notes, such guarantor:

either:

- was insolvent or rendered insolvent by reason of such incurrence;
- was engaged or about to engage in a business or transaction for which that guarantor's remaining assets constituted unreasonably small capital;
- was a defendant in an action for money damages, or had a judgment for money damages docketed against it, if in either case, after a final judgment, the judgment were unsatisfied; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature;

and

- that guarantor received less than reasonably equivalent value or fair consideration for the incurrence of such debt; or
- incurred such debt or made related distributions or payments with the intent of hindering, delaying or defrauding creditors,

there is a risk that the guarantee of that guarantor could be voided by such court, or claims by holders of the notes under that guarantee could be subordinated to other debts of that guarantor. In addition, any payment by that guarantor pursuant to its guarantee could be required to be returned to that guarantor, or to a fund for the benefit of the creditors of that guarantor.

The measures of insolvency for purposes of the foregoing considerations will vary depending upon the law applied in any proceeding. Generally, however, a guarantor of the notes would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the saleable value of all of its assets at a fair valuation; or
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

In addition, two of our guarantors, Lear Automotive (EEDS) Spain S.L. and Lear Corporation Mexico, S.A. de C.V., are organized outside the United States and it is possible that a foreign court would apply local law as to the enforceability of all or a portion of the terms of the guarantee of such guarantor. In addition, it may be more difficult for the holders of the notes to enforce judgments against foreign subsidiary guarantors than it would be against domestic subsidiary guarantors.

Under certain circumstances, the guarantees of the primary credit facilities and the existing senior notes may be released. In the event that the guarantees of such indebtedness are released, the guarantees of the notes will also be released and the holders of notes will become effectively subordinated to the liabilities of all of our subsidiaries.

We will depend upon cash from our subsidiaries and, therefore, if we do not receive dividends or other distributions from our subsidiaries, we may not be able to make payments on the notes.

A substantial portion of our revenue and operating income is generated by our subsidiaries. Accordingly, we will be dependent on the earnings and cash flow of, and dividends and distributions or advances from, our subsidiaries to provide the funds necessary to meet our debt service obligations, including required payments on the notes. If we do not receive dividends or other distributions from our subsidiaries, we may not be able to make payments on the notes. Our obligations under the notes, as well as our obligations under our primary credit facilities and other senior notes, are guaranteed by certain of our subsidiaries. See “Description of the Notes — Guarantees.”

You cannot be sure that an active trading market will develop for the notes, which could make it more difficult for holders of the notes to sell their notes or result in a lower price at which holders would be able to sell their notes.

There is currently no established trading market for the notes, and there can be no assurance as to the liquidity of any markets that may develop for the notes, the ability of the holders of the notes to sell their notes or the price at which such holders would be able to sell their notes. If such a market were to exist, the notes could trade at prices that may be lower than the initial market values thereof depending on many factors, including prevailing interest rates and our business performance.

We expect that the trading value of the notes will be significantly affected by the price of our common stock.

The market price of the notes is expected to be significantly affected by the market price of our common stock. This may result in greater volatility in the trading value of the notes than would be expected for our nonconvertible debt securities.

The yield of the notes may be lower than the yield on a standard debt security of comparable maturity.

The amount we pay the holders of the notes may be less than the return the holders could earn on other investments. The yield will be less than the yield holders would earn if he or she bought a nonconvertible standard senior debt security of ours with the same stated maturity date. An investment in

the notes may not reflect the full opportunity cost to the holders, taking into account facts that affect the time value of money.

Provisions of our charter, by-laws and the Delaware General Corporation Law may impede or discourage a takeover.

Certain provisions of our Restated Certificate of Incorporation and by-laws, as well as provisions of the Delaware General Corporation Law, may have the effect of delaying, deterring or preventing transactions involving a change of control of Lear, including transactions in which stockholders might otherwise receive a substantial premium for their shares over then current market prices, and may limit the ability of stockholders to approve transactions that they may deem to be in their best interests. For example, under the Restated Certificate of Incorporation, our board of directors is authorized to issue one or more classes of preferred stock having such designations, rights and preferences as may be determined by our board of directors. In addition, our board of directors is divided into three classes, each having a term of three years, with the term of one class expiring each year. A director may be removed from office only for cause. These provisions could delay the replacement of a majority of our board of directors and have the effect of making changes in our board of directors more difficult than if such provisions were not in place. Further, Section 203 of the Delaware General Corporation Law restricts certain business combinations with any "interested stockholder," as defined in such law. This statute also may delay, deter or prevent a change of control of Lear. In addition, Lear has in place a shareholder rights plan which may discourage certain takeover attempts. See "Description of Capital Stock" for additional information regarding these and certain other anti-takeover provisions adopted by Lear.

Use of Proceeds

We will not receive any of the proceeds from the sale by any selling securityholder of the notes or the shares of common stock issuable upon conversion of the notes covered by this prospectus.

Ratio of Earnings to Fixed Charges

The following table shows the ratio of earnings to fixed charges for us and our consolidated subsidiaries for the periods indicated. In calculating the ratio of earnings to fixed charges, earnings include pre-tax earnings from continuing operations plus fixed charges. Fixed charges are the sum of interest on indebtedness, amortization of debt discount and expense and the portion of net rental expense deemed representative of the interest component.

	Year Ended December 31,				
	2001	2000	1999	1998	1997
	(Dollars in millions, except ratio of earnings to fixed charges)				
Income before provision for national income taxes, minority interests in net income (loss) of subsidiaries, equity (income) loss of affiliates and extraordinary items	$110.4	$484.2	$443.0	$214.8	$345.8
Fixed charges	293.6	349.3	253.8	130.7	113.6
Distributed income of affiliates	4.2	2.0	1.8	2.3	3.9
Earnings	$408.2	$835.5	$698.6	$347.8	$463.3
Interest expense	$254.7	$316.2	$235.1	$110.5	$101.0
Portion of lease expense representative of interest	38.9	33.1	18.7	20.2	12.6
Fixed Charges	$293.6	$349.3	$253.8	$130.7	$113.6
Ratio of Earnings to Fixed Charges	1.4x	2.4x	2.8x	2.7x	4.1x

Price Range of Common Stock and Dividends

Our common stock trades on the New York Stock Exchange under the symbol “LEA.” The following table sets forth on a per share basis the high and low closing sales prices for our common stock, as reported on the New York Stock Exchange, for the periods indicated:

	High	Low
1999		
First Quarter	$43.88	$32.94
Second Quarter	53.00	41.88
Third Quarter	51.00	34.06
Fourth Quarter	35.63	29.13
2000		
First Quarter	35.44	19.94
Second Quarter	30.19	19.98
Third Quarter	26.56	19.94
Fourth Quarter	27.25	20.19
2001		
First Quarter	34.70	24.50
Second Quarter	38.50	28.40
Third Quarter	42.14	24.42
Fourth Quarter	38.20	26.52
2002		
First Quarter (through March 26, 2002)	50.50	35.52

On March 26, 2002, the last reported sale price of our common stock on the New York Stock Exchange was $45.92 per share. As of February 11, 2002, there were approximately 516 holders of record of our common stock.

To date, we have never paid a cash dividend on our common stock. Any payment of dividends in the future is dependent upon our financial condition, capital requirements, earnings and other factors. Also, we are subject to the restrictions on the payment of dividends contained in our primary credit facilities and in certain other contractual obligations.

Capitalization

The following table sets forth our capitalization as of December 31, 2001 on an actual basis and as adjusted to give effect to our original sale of the notes on February 20, 2002. From time to time, we may issue additional debt or equity securities. This information should be read in conjunction with our consolidated financial statements, the notes thereto and other financial data contained elsewhere or incorporated by reference in this prospectus.

	As of December 31, 2001	
	Actual	As Adjusted
	(unaudited) (in millions)	
Short-term debt:		
Short-term borrowings	$ 63.2	$ 63.2
Current portion of long-term debt	129.5	129.5
Total short-term debt	192.7	192.7
Long-term debt:		
Primary credit facilities(a)	714.3	471.8
7.96% Senior Notes due 2005	600.0	600.0
8.11% Senior Notes due 2009	800.0	800.0
8.125% Senior Notes due 2008(b)	222.8	222.8
Zero-Coupon Convertible Senior Notes due February 20, 2022	—	250.0
Other long-term debt	86.3	86.3
Less current portion	(129.5)	(129.5)
Total long-term debt, less current portion	2,293.9	2,301.4
Total debt	2,486.6	2,494.1
Shareholders' equity	1,559.1	1,559.1
Total capitalization	$4,045.7	$4,053.2

(a) Our primary credit facilities consist of (i) a $1.7 billion amended and restated revolving credit facility maturing on March 26, 2006, (ii) a $500 million revolving credit facility maturing on May 4, 2004 and (iii) a $500 million term loan maturing on May 4, 2004. Borrowings under our primary credit facilities may be used for general corporate purposes.

(b) Translated at an exchange rate of €1.1223 to $1.00, the exchange rate on December 31, 2001.

Description of the Notes

The notes were issued under an indenture, dated as of February 20, 2002, among us, the guarantors and The Bank of New York, as trustee. The following discussion includes a summary of certain material provisions of the indenture for the notes and the guarantees. Because this discussion is a summary, it does not include all of the provisions of the indenture, including the definitions therein of certain terms and those terms made part of the indenture by the Trust Indenture Act of 1939, as amended, the notes and the guarantees. You should read the indenture, the notes and the guarantees carefully and in their entirety. Copies of the indenture, the notes and the guarantees are available upon request from us.

Definitions of certain terms are set forth under "— Certain Definitions" and throughout this description. Capitalized terms that are used but not otherwise defined herein have the meanings assigned to them in the indenture, and those definitions are incorporated herein by reference. As used in this "Description of the Notes," unless otherwise indicated, references to "Lear," "we," "us" and "our" refer to Lear Corporation (and its successors) and not to any of our subsidiaries.

General

The notes:

- are our unsecured senior obligations and rank equally with all of our other unsecured senior indebtedness; and
- will mature on February 20, 2022.

Except under circumstances described under "— Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event" we will not pay cash interest on the notes; rather the notes will accrete to a principal amount of $1,000 per note upon maturity, representing a yield to maturity of 4.75% per annum.

We may redeem the notes on or after February 20, 2007, as described below under "— Optional Redemption." The notes do not have the benefit of a sinking fund. Principal on the notes will be payable, and the transfer of notes will be registrable, at the office of the trustee. The trustee will initially serve as paying agent for the notes.

The notes are being offered at a substantial discount from their principal amount at maturity. Except as described below, we will not make periodic cash payments of interest on the notes. Each note of $1,000 principal amount at maturity was originally issued at an issue price of $391.06. For United States federal income tax purposes, we will report the accrual of original issue discount while the notes remain outstanding. The issue date for the notes and the commencement date for the accrual of original issue discount was February 20, 2002. See "Certain United States Federal Income Tax Consequences."

The notes were issued only in registered form without coupons in denominations of $1,000 principal amount at maturity and any integral multiple of $1,000 above that amount. No service charge will be made for any registration of transfer or exchange of notes, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. The notes are represented by one or more global securities registered in the name of a nominee of the Depositary. See "— Book Entry, Delivery and Form."

Ranking

The notes are general unsecured obligations of Lear and rank senior in right of payment to all future indebtedness of Lear that is, by its terms, expressly subordinated in right of payment to the notes and equal in right of payment with all existing and future unsecured indebtedness of Lear that is not so subordinated. We currently conduct substantially all of our operations through subsidiaries, and the holders of notes are in effect generally subordinated to the creditors of our subsidiaries that are not guarantors of the notes. This means that creditors of our non-guarantor subsidiaries will have a claim to the assets of such subsidiaries that is superior to the claim of our creditors, including holders of the notes. As of December 31, 2001, we had outstanding approximately $2.487 billion of senior indebtedness. As of

December 31, 2001, our non-guarantor subsidiaries had outstanding approximately $1.710 billion of total liabilities, including trade payables.

Indebtedness under our Primary Credit Facilities is secured by pledges of all or a portion of the stock of certain of our subsidiaries. The notes do not have the benefit of such pledges and the indenture does not contain any restriction upon indebtedness, whether secured or unsecured, that Lear and its subsidiaries may incur in the future. The total amount of secured indebtedness of Lear and the guarantors as of December 31, 2001 was $768.3 million, of which $714.3 million was outstanding under the Primary Credit Facilities. Secured creditors of Lear and the guarantors will have a claim on the assets that secure the obligations of Lear and the guarantors prior to any claims of holders of the notes against such assets.

Guarantees

Each of certain of our subsidiaries irrevocably and unconditionally guarantee on a joint and several basis the punctual payment when due, whether at stated maturity, by acceleration or otherwise, all of our obligations under the indenture and the notes, including our obligations to pay principal, premium, if any, and interest with respect to the notes. Each of the guarantees shall be a guarantee of payment and not of collection. The obligations of each guarantor under its guarantee are limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such guarantor and after giving effect to any collections from or payment made by or on behalf of any other guarantor in respect of the obligations of such other guarantor under its guarantee, can be guaranteed by such guarantor without resulting in the obligations of such guarantor under its guarantee constituting a fraudulent conveyance or fraudulent transfer under applicable federal or state law. Notwithstanding the foregoing, there is a risk that the guarantees will involve a fraudulent conveyance or transfer or otherwise be void, and thus will be unenforceable.

The guarantors of the indenture as of the date of this prospectus are Lear Operations Corporation, Lear Corporation Automotive Holdings, Lear Seating Holdings Corp. #50, Lear Corporation EEDS and Interiors, Lear Corporation Automotive Systems, Lear Technologies, LLC, Lear Midwest Automotive, Limited Partnership, Lear Automotive (EEDS) Spain S.L. and Lear Corporation Mexico, S.A. de C.V. All of the guarantors of the Primary Credit Facilities and our other senior notes are guarantors of the notes. The indenture provides that each subsidiary of Lear that becomes a guarantor under our Primary Credit Facilities or our other senior notes after the date of the indenture will become a guarantor of the notes.

In the event that a subsidiary that is a guarantor ceases to be a guarantor under our Primary Credit Facilities or our other senior notes, such subsidiary will also cease to be a guarantor, whether or not a Default or Event of Default is then outstanding, subject to reinstatement as a guarantor in the event that such subsidiary should thereafter become a guarantor under our Primary Credit Facilities or our other senior notes. A subsidiary may cease to be a guarantor upon sale or other disposal of such subsidiary or otherwise. We are not restricted from selling or otherwise disposing of any of the guarantors or any or all of the assets of any of the guarantors.

Conversion Rights

Holders may convert notes, in multiples of $1,000 principal amount at maturity, into Lear Common Stock at any time prior to the close of business on February 20, 2022 if any of the following conditions are met:

- *Common Stock Price.* The average Sale Price of Lear Common Stock for the 20 trading days immediately prior to the conversion date is at least a specified percentage, beginning at 120% upon issuance and declining 1/2% each year thereafter until it reaches 110% at maturity, of the Accreted Value as of such date of conversion, divided by the conversion rate;

- *Credit Ratings.* The long-term credit rating assigned to the notes by either Moody's or S&P is reduced to below Ba3 or BB–, respectively, or any one of these rating services withdraws its long-term credit rating assigned to the notes;

- *Redemption of Notes.* If the notes are called for redemption, at any time prior to the close of business on the business day prior to the redemption date; or

- *Occurrence of Specified Corporate Transactions.* If we elect to:

(1) distribute to all holders of Lear Common Stock certain rights entitling them to purchase, for a period expiring within 60 days after the date of such distribution, Lear Common Stock at a purchase price less than the Sale Price at the time of such distribution; or

(2) distribute to all holders of Lear Common Stock assets, debt securities or certain rights to purchase our securities, which distribution has a per share value as determined by the Board of Directors exceeding 15% of the Sale Price of Lear Common Stock on the day preceding the declaration date for such distribution; or

(3) become a party to a consolidation, merger or binding share exchange pursuant to which Lear Common Stock would be converted into cash, securities or other property, in which case a holder may surrender notes for conversion at any time from and after the date which is 15 days prior to the anticipated effective date for the transaction until 15 days after the actual effective date of such transaction.

In the case of clause (1) or (2), we must notify the holders of notes at least 20 days prior to the ex-dividend date for such distribution. Once we have given such notice, holders may surrender their notes for conversion at any time until the earlier of the close of business on the business day prior to the ex-dividend date or our announcement that such distribution will not take place.

A note for which a holder has delivered a purchase notice or a Fundamental Change (as defined under the heading "— Fundamental Change Permits Holders to Require Us to Purchase Notes") purchase notice requiring us to purchase the note may be converted only if such notice is withdrawn in accordance with the indenture.

The initial conversion rate is 7.5204 shares of Lear Common Stock per note with a principal amount at maturity of $1,000, subject to adjustment upon the occurrence of certain events described below. The conversion rate will not be adjusted for accretion.

In lieu of issuing fractional shares upon conversion, we will pay an amount of cash based on the Sale Price of Lear Common Stock on the trading day immediately preceding the conversion date. On conversion of a note, a holder will not receive any cash payment representing accretion. Our delivery to the holder of the fixed number of shares of Lear Common Stock into which the note is convertible, together with any cash payment for fractional shares, will be deemed:

- to satisfy our obligation to pay the principal amount at maturity of the note; and

- to satisfy any obligation to pay the increase in Accreted Value from the Issue Date through the conversion date.

As a result, Accreted Value is deemed to be paid in full rather than canceled, extinguished or forfeited.

A certificate for the number of full shares of Lear Common Stock into which any note is converted, together with any cash payment for fractional shares, will be delivered through the conversion agent as soon as practicable following the conversion date.

The conversion rate will be adjusted for:

- distributions on Lear Common Stock payable in Lear Common Stock or our other capital stock;

- subdivisions, combinations or certain reclassifications of Lear Common Stock;

- distributions to all holders of Lear Common Stock of certain rights to purchase Lear Common Stock for a period expiring within 60 days after the date of such distribution at a purchase price less than the Sale Price at the time of such distribution; and

- certain distributions to all holders of Lear Common Stock of our assets or debt securities or certain rights to purchase our securities (excluding (a) cash dividends or other cash distributions from current or retained earnings unless the annualized amount thereof per share exceeds 15% of the Sale Price on the day preceding the date of declaration of such dividend or other distribution; and (b) distributions in connection with a transaction described in the fourth succeeding paragraph).

However, no adjustment in the conversion rate will be required unless such adjustment would require a change of at least 1% of the conversion rate then in effect; provided that any adjustment that would otherwise be required to be made shall be carried forward and taken into account in any subsequent adjustment. Except as stated above, the conversion rate will not be adjusted for the issuance of common stock or any securities convertible into or exchangeable for Lear Common Stock or carrying the right to purchase any of the foregoing.

In addition, no adjustment need be made if holders may participate in the transaction (without exercising their conversion option) that would otherwise give rise to such an adjustment. In cases where the fair market value of assets, debt securities or certain rights, warrants or options to purchase our securities distributed to stockholders (a) equals or exceeds the Market Price of Lear Common Stock, or (b) such Market Price exceeds the fair market value of such assets, debt securities or rights, warrants or options so distributed by less than $1.00, rather than being entitled to an adjustment in the conversion rate, the holder will be entitled to receive upon conversion, in addition to the shares of Lear Common Stock, the kind and amount of assets, debt securities or rights, warrants or options comprising the distribution that such holder would have received if such holder had converted such holder's notes immediately prior to the record date for determining the stockholders entitled to receive the distribution.

In addition, the indenture provides that upon conversion of the notes, the holders of such notes will receive, in addition to the shares of Lear Common Stock issuable upon such conversion, the rights related to such Lear Common Stock pursuant to our existing and any future shareholder rights plan, whether or not such rights have separated from the Lear Common Stock at the time of such conversion. However, there shall not be any adjustment to the conversion privilege or conversion rate as a result of:

- the issuance of the rights;

- the distribution of separate certificates representing the rights;

- the exercise or redemption of such rights in accordance with any rights agreement; or

- the termination or invalidation of the rights.

The indenture permits us to increase the conversion rate from time to time.

If we are party to a consolidation, merger or binding share exchange or a transfer of all or substantially all of our assets, the right to convert a note into Lear Common Stock may be changed into a right to convert it into the kind and amount of securities, cash or other assets of Lear or another Person which the holder would have received if the holder had converted the holder's notes immediately prior to the transaction.

Holders of the notes may, in certain circumstances, be deemed to have received a distribution treated as a dividend for U.S. federal income tax purposes as the result of:

- a taxable distribution to holders of Lear Common Stock which results in an adjustment of the conversion rate; or

- an increase in the conversion rate at our discretion.

If we exercise our option to have cash interest accrue on a note following a Tax Event, the holder will be entitled on conversion to receive the same number of shares of Lear Common Stock or other property

that the holder would have received if we had not exercised this option. If we exercise this option, notes surrendered for conversion by a holder during the period from the close of business on any regular record date to the opening of business of the next interest payment date, except for notes to be redeemed on a date within this period or on the next interest payment date, must be accompanied by payment of an amount equal to the interest that the holder is to receive on the note. See "— Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event."

Optional Redemption

No sinking fund is provided for the notes. Prior to February 20, 2007, the notes will not be redeemable at our option. Beginning on February 20, 2007, at our option, we may redeem the notes for cash at any time as a whole, or from time to time in part, at a redemption price equal to the Accreted Value. We will give holders not less than 30 days nor more than 60 days notice of redemption.

The table below shows what the Accreted Value of a note would be on February 20, 2007, and at specified dates thereafter prior to maturity and at maturity on February 20, 2022. The Accreted Value, in dollars, of a note of $1,000 principal amount at maturity redeemed between such dates would include an additional amount reflecting the increase in Accreted Value since the next preceding date in the table.

Redemption Date	Issue Price(1)	Increase in Accreted Value at %(2)	Redemption Price (1+2)
February 20, 2007	$391.06	$103.46	$ 494.52
February 20, 2008	$391.06	$127.23	$ 518.29
February 20, 2009	$391.06	$152.14	$ 543.20
February 20, 2010	$391.06	$178.25	$ 569.31
February 20, 2011	$391.06	$205.61	$ 596.67
February 20, 2012	$391.06	$234.29	$ 625.35
February 20, 2013	$391.06	$264.34	$ 655.40
February 20, 2014	$391.06	$295.85	$ 686.91
February 20, 2015	$391.06	$328.86	$ 719.92
February 20, 2016	$391.06	$363.46	$ 754.52
February 20, 2017	$391.06	$399.73	$ 790.79
February 20, 2018	$391.06	$437.74	$ 828.80
February 20, 2019	$391.06	$477.57	$ 868.63
February 20, 2020	$391.06	$519.32	$ 910.38
February 20, 2021	$391.06	$563.08	$ 954.14
February 20, 2022	$391.06	$608.94	$1,000.00

If converted to semi-annual cash pay notes following the occurrence of a Tax Event (such notes, "Cash Pay Notes"), the Cash Pay Notes will be redeemable at the Restated Principal Amount (as defined under "— Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event") plus accrued and unpaid interest from the date of such conversion through the redemption date. However, in no event may the notes or Cash Pay Notes be redeemed prior to February 20, 2007. See "— Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event."

If less than all of the outstanding notes are to be redeemed, the trustee shall select the notes to be redeemed in principal amounts at maturity of $1,000 or integral multiples thereof. In this case, the trustee may select the notes by lot, pro rata or by any other method the trustee considers fair and appropriate. If a portion of a holder's notes is selected for partial redemption and the holder converts a portion of such holder's notes, the converted portion shall be deemed to be the portion selected for redemption.

Purchase of Notes at the Option of the Holder

On the purchase dates indicated below, we will, at the option of the holder, be required to purchase any outstanding note for which a written purchase notice has been properly delivered by the holder to the trustee and not withdrawn, subject to specified additional conditions. Holders may submit their notes for purchase to the paying agent at any time from the opening of business on the date that is 30 business days prior to such purchase date until the close of business on such purchase date.

Except as set forth below, the purchase price of a note will be:

- $494.52 per note on February 20, 2007;
- $625.35 per note on February 20, 2012; and
- $790.79 per note on February 20, 2017.

The foregoing dollar amounts equal the Accreted Value on the respective purchase dates. For any purchase date, we may, at our option, instead of paying the purchase price in cash, pay all or a portion of the purchase price in Lear Common Stock, as long as Lear Common Stock is then listed on a national securities exchange or traded on the Nasdaq Stock Market. The fair market value of Lear Common Stock for such purpose shall be the Market Price of Lear Common Stock.

If, prior to a purchase date, the notes have been converted to Cash Pay Notes, the purchase price will be equal to the Restated Principal Amount plus accrued and unpaid interest from the date of conversion to the purchase date. See "— Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event."

We will be required to give notice on a date not less than 30 business days prior to each purchase date by giving notice to all holders as required by applicable law, stating among other things:

- whether we will pay the purchase price of notes in cash or Lear Common Stock or any combination thereof, specifying the percentages of each;
- if we elect to pay in Lear Common Stock, the method of calculating the Market Price of Lear Common Stock; and
- the procedures that holders must follow to require us to purchase their notes.

The purchase notice given by each holder electing to require us to purchase notes shall state:

- if certificated, the certificate numbers of the holder's notes to be delivered for purchase;
- the portion of the principal amount at maturity of notes to be purchased, which must be $1,000 or an integral multiple thereof;
- that the notes are to be purchased by us pursuant to the applicable provisions of the notes and the indenture; and
- in the event we elect, pursuant to the notice that we are required to give, to pay the purchase price in Lear Common Stock, in whole or in part, but the purchase price is ultimately to be paid to the holder entirely in cash because any condition to payment of the purchase price or portion of the purchase price in Lear Common Stock is not satisfied prior to the close of business on the purchase date, as described below, whether the holder elects: (1) to withdraw the purchase notice as to some or all of the notes to which it relates, or (2) to receive cash in respect of the entire purchase price for all notes or portions of notes subject to such purchase notice.

If the holder fails to indicate the holder's choice with respect to the election described in the final bullet point above, the holder shall be deemed to have elected to receive cash in respect of the entire purchase price for all notes subject to the purchase notice in these circumstances.

Any purchase notice may be withdrawn by the holder by a written notice of withdrawal delivered to the paying agent prior to the close of business on the purchase date.

The notice of withdrawal shall state:

- the principal amount at maturity being withdrawn;
- if certificated, the certificate numbers of the notes being withdrawn; and
- the principal amount at maturity of the notes that remain subject to the purchase notice, if any.

In connection with any purchase offer pursuant to these provisions, we will:

- comply with the provisions of Rule 13e-4 and Rule 14e-1, if applicable, and any other tender offer rules under the Exchange Act which may then be applicable; and
- file Schedule TO, if required, or any other required schedule under the Exchange Act.

Payment of the purchase price for a note for which a purchase notice has been delivered and not validly withdrawn is conditioned upon delivery of the note, together with necessary endorsements, to the paying agent at any time after delivery of the purchase notice. Payment of the purchase price for the note will be made promptly following the later of the purchase date or the time of delivery of the note.

We will pay cash based on the Market Price for all fractional shares of Lear Common Stock in the event we elect to deliver Lear Common Stock in payment, in whole or in part, of the purchase price.

Because the Market Price of Lear Common Stock is determined prior to the applicable purchase date, holders of notes bear the market risk with respect to the value of Lear Common Stock to be received from the date such Market Price is determined to such purchase date. We may pay the purchase price or any portion of the purchase price in Lear Common Stock only if the information necessary to calculate the Market Price is publicly available.

Our right to purchase notes, in whole or in part, with Lear Common Stock is subject to our satisfying various conditions, including:

- the registration of Lear Common Stock under the Securities Act and the Exchange Act, if required; and
- any necessary qualification or registration under applicable state securities law or the availability of an exemption from such qualification and registration.

If such conditions are not satisfied with respect to a holder prior to the close of business on the purchase date, we will pay the purchase price of the notes of such holder entirely in cash. We may not change the form, components or percentages of components of consideration to be paid for the notes once we have given the notice that we are required to give to holders of notes, except as described in the first sentence of this paragraph.

If the paying agent holds money or securities sufficient to pay the purchase price of a note on the business day following the purchase date in accordance with the terms of the indenture, then, immediately after the purchase date, the note will cease to be outstanding and will cease to accrete, whether or not the note is delivered to the paying agent. Thereafter, all other rights of the holder shall terminate, other than the right to receive the purchase price upon delivery of the note.

Our ability to purchase notes may be limited by the terms of our then existing indebtedness or financing agreements.

No notes may be purchased at the option of holders if there has occurred and is continuing an Event of Default, other than an Event of Default that is cured by the payment of the purchase price of all such notes.

Fundamental Change Permits Holders to Require Us to Purchase Notes

If a Fundamental Change occurs at any time, each holder will have the right, at the holder’s option, to require us to purchase any or all of the holder’s notes. The notes may be purchased in multiples of

$1,000 principal amount at maturity. We will purchase the notes at a price equal to the Accreted Value of the notes on the purchase date. See table under "— Optional Redemption." If, prior to the purchase date, we elect to convert the notes to Cash Pay Notes, the purchase price will be equal to the Restated Principal Amount plus accrued and unpaid interest from the date of conversion to the purchase date. See "— Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event."

We may, at our option, instead of paying the Fundamental Change purchase price in cash, pay all or a portion of the Fundamental Change purchase price in Lear Common Stock, as long as Lear Common Stock is then listed on a national securities exchange or traded on the Nasdaq Stock Market. The fair market value of Lear Common Stock for such purpose shall be the Market Price of Lear Common Stock.

A "Fundamental Change" will be deemed to have occurred at such time as any of the following occurs:

(1) any sale, lease or other transfer (in one transaction or a series of transactions) of all or substantially all of the consolidated assets of Lear and its Subsidiaries to any Person (other than a Subsidiary); provided, however, that a transaction where the holders of all classes of Common Equity of Lear immediately prior to such transaction own, directly or indirectly, more than 50% of all classes of Common Equity of such Person immediately after such transaction shall not be a Fundamental Change;

(2) a "person" or "group" (within the meaning of Section 13(d) of the Exchange Act) (other than Lear) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of Common Equity of Lear representing more than 50% of the voting power of the Common Equity of Lear;

(3) Continuing Directors cease to constitute at least a majority of the Board of Directors of Lear; or

(4) the stockholders of Lear approve any plan or proposal for the liquidation or dissolution of Lear; provided, however, that a liquidation or dissolution of Lear which is part of a transaction that does not constitute a Fundamental Change under the proviso contained in clause (1) above shall not constitute a Fundamental Change.

A Fundamental Change will not be deemed to have occurred, however, if either:

(I) the Sale Price of Lear Common Stock for (a) any 10 trading days within the 20 consecutive trading days ending immediately before the Fundamental Change, and (b) at least five trading days within the 10 consecutive trading days ending immediately before the Fundamental Change, shall equal or exceed 105% of the Accreted Value, divided by the conversion rate, or

(II) both

(a) at least 90% of the consideration (excluding cash payments for fractional shares) in the transaction or transactions constituting the Fundamental Change consists of shares of Common Equity traded on a national securities exchange or quoted on the Nasdaq Stock Market (or which will be so traded or quoted when issued or exchanged in connection with such Fundamental Change) (such securities being referred to as "Publicly Traded Securities") and as a result of such transaction or transactions the notes become convertible solely into such publicly traded securities (excluding cash payments for fractional shares); and

(b) the consideration to be received per share of Lear Common Stock in the transaction or transactions constituting the Fundamental Change consists of cash, Publicly Traded Securities or a combination of cash and Publicly Traded Securities with an aggregate fair market value (which, in the case of Publicly Traded Securities, shall be equal to the average closing price of such Publicly Traded Securities during the five consecutive trading days commencing with the trading day following consummation of the transaction or transactions

constituting the Fundamental Change) of at least 105% of the Accreted Value, divided by the conversion rate.

On or before the 20th day after the occurrence of a Fundamental Change, we will provide to all holders of the notes and the trustee a notice of the occurrence of the Fundamental Change and of the resulting purchase right. Such notice shall state, among other things:

- whether we will pay the purchase price of the notes in cash or Lear Common Stock or any combination thereof, specifying the percentages of each;
- if we elect to pay in Lear Common Stock, the method of calculating the Market Price of Lear Common Stock; and
- the procedures that holders must follow to require us to purchase their notes.

To exercise the purchase right, holders of notes must deliver, prior to the close of business on the Fundamental Change purchase date, the notes to be purchased, duly endorsed for transfer, together with a written purchase notice and the form entitled "Option to Elect Purchase Upon a Fundamental Change" on the reverse side of the note duly completed, to the paying agent. The purchase notice given by each holder electing to require us to purchase notes shall state:

- if certificated, the certificate numbers of the holder's notes to be delivered for purchase;
- the portion of the principal amount at maturity of notes to be purchased, which must be $1,000 or an integral multiple thereof;
- that the notes are to be purchased by us pursuant to the applicable provisions of the notes and the indenture; and
- in the event we elect, pursuant to the notice that we are required to give, to pay the purchase price in Lear Common Stock, in whole or in part, but the purchase price is ultimately to be paid to the holder entirely in cash because any condition to payment of the purchase price or portion of the purchase price in Lear Common Stock is not satisfied prior to the close of business on the purchase date, as described below, whether the holder elects: (1) to withdraw the purchase notice as to some or all of the notes to which it relates, or (2) to receive cash in respect of the entire purchase price for all notes or portions of notes subject to such purchase notice.

If the holder fails to indicate the holder's choice with respect to the election described in the final bullet point above, the holder shall be deemed to have elected to receive cash in respect of the entire purchase price for all notes subject to the purchase notice in these circumstances.

Any purchase notice may be withdrawn by the holder by a written notice of withdrawal delivered to the paying agent prior to the close of business on the purchase date. The notice of withdrawal shall state:

- the principal amount at maturity being withdrawn;
- if certificated, the certificate numbers of the notes being withdrawn; and
- the principal amount at maturity of the notes that remain subject to the purchase notice, if any.

We will be required to purchase the notes no later than 35 business days after the occurrence of the relevant Fundamental Change (the "Fundamental Change purchase date").

Our obligation to pay the Fundamental Change purchase price for a note for which a note purchase notice has been delivered and not validly withdrawn is conditioned upon delivery of the note, together with necessary endorsements, to the paying agent at any time after the delivery of such purchase notice. Payment of the Fundamental Change purchase price for such note will be made promptly following the later of the Fundamental Change purchase date or the time of delivery of such note.

We will pay cash based on the Market Price for all fractional shares of Lear Common Stock in the event we elect to deliver Lear Common Stock in payment, in whole or in part, of the purchase price.

Because the Market Price of Lear Common Stock is determined prior to the applicable purchase date, holders of notes bear the market risk with respect to the value of Lear Common Stock to be received from the date such Market Price is determined to such purchase date. We may pay the purchase price or any portion of the purchase price in Lear Common Stock only if the information necessary to calculate the Market Price is publicly available.

Our right to purchase notes, in whole or in part, with Lear Common Stock is subject to our satisfying various conditions, including:

- the registration of Lear Common Stock under the Securities Act and the Exchange Act, if required; and
- any necessary qualification or registration under applicable state securities law or the availability of an exemption from such qualification and registration.

If such conditions are not satisfied with respect to a holder prior to the close of business on the Fundamental Change purchase date, we will pay the purchase price of the notes of such holder entirely in cash. We may not change the form, components or percentages of components of consideration to be paid for the notes once we have given the notice that we are required to give to holders of notes, except as described in the first sentence of this paragraph.

If the paying agent holds money or securities sufficient to pay the Fundamental Change purchase price of the note on the business day following the Fundamental Change purchase date in accordance with the terms of the indenture, then, immediately after the Fundamental Change purchase date, original issue discount and interest, if any, on such note will cease to accrete or accrue, whether or not the note is delivered to the paying agent, and all other rights of the holder shall terminate, other than the right to receive the Fundamental Change purchase price upon delivery of the note.

In connection with any purchase offer pursuant to these provisions, we will:

- comply with the provisions of Rule 13e-4 and Rule 14e-1, if applicable, and any other tender offer rules under the Exchange Act which may then be applicable; and
- file Schedule TO, if required, or any other required schedule under the Exchange Act.

The purchase rights of the holders could discourage a potential acquirer of Lear. The Fundamental Change purchase feature, however, is not the result of management’s knowledge of any specific effort to obtain control of Lear by any means or part of a plan by management to adopt a series of anti-takeover provisions.

The term “Fundamental Change” is limited to specified transactions and may not include other events that might adversely affect our financial condition. In addition, the requirement that we offer to purchase the notes upon a Fundamental Change may not protect holders in the event of a highly leveraged transaction, reorganization, merger or similar transaction involving us.

No notes may be purchased at the option of holders upon a Fundamental Change if there has occurred and is continuing an Event of Default with respect to the notes, other than an Event of Default that is cured by the payment of the purchase price of all such notes.

The indenture may require the payment of money for notes or portions thereof validly tendered to, and accepted for payment by, us pursuant to a Fundamental Change offer. In the event that a Fundamental Change has occurred under the indenture, a change of control might also occur under any other indenture or agreement governing our then-existing debt or might result in the acceleration of the maturity of any of our then-existing indebtedness. In addition, a Fundamental Change may also result in the acceleration of indebtedness under our Primary Credit Facilities. If a Fundamental Change were to occur, there can be no assurance that we would have sufficient funds to pay the purchase price in cash for all notes and amounts due under other indebtedness that we may be required to purchase or repay.

Our failure to purchase the notes when required upon a Fundamental Change will result in an Event of Default with respect to the notes.

Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event

From and after the date of the occurrence of a Tax Event, we will have the option to elect to have cash interest accrue on all, and not less than all of, the notes at the rate of 4.75% per year. The principal amount of each note will be restated (the "Restated Principal Amount") and will equal its Accreted Value on the date of the Tax Event or the date on which we exercise the option described herein, whichever is later (the "Option Exercise Date").

Such interest will accrue from the Option Exercise Date and will be payable in cash semi-annually on the interest payment dates of February 20 and August 20 each year to holders of record at the close of business on February 5 or August 5 immediately preceding the interest payment date. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. Interest will initially accrue from the Option Exercise Date and thereafter from the last date to which interest has been paid. In the event we exercise this option to pay cash interest, the redemption price, purchase price and Fundamental Change purchase price on the notes will be adjusted. However, there will be no change in the holder's conversion rights.

A "Tax Event" means that we shall have received an opinion from independent tax counsel experienced in such matters to the effect that, on or after the date of this prospectus, as a result of:

(1) any amendment to, or change (including any announced proposed change) in, the laws, rules or regulations thereunder of the United States or any political subdivision or taxing authority thereof or therein, or

(2) any amendment to, or change in, an interpretation or application of such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority,

in each case which amendment or change is enacted, promulgated, issued or announced or which interpretation is issued or announced or which action is taken, on or after the date of this prospectus, there is more than an insubstantial risk that interest (including original issue discount) payable on the notes either:

- would not be deductible on a current accrual basis, or
- would not be deductible under any other method,

in either case in whole or in part, by us (by reason of deferral, disallowance, or otherwise) for U.S. federal income tax purposes.

The modification of the terms of the notes by us upon a Tax Event, as described above, may alter the timing of income recognition by holders of the notes with respect to the semi-annual payments of interest due on the notes after the Option Exercise Date.

Certain Covenants

Limitation on Liens

The indenture provides that Lear will not, nor will it permit any of its Restricted Subsidiaries to, create, incur, assume or permit to exist any Lien on any of their respective properties or assets, whether now owned or hereafter acquired, or upon any income or profits therefrom, without effectively providing that the notes shall be equally and ratably secured until such time as such Indebtedness is no longer secured by such Lien, except:

(1) Permitted Liens;

(2) Liens on shares of capital stock of Subsidiaries of Lear (and the proceeds thereof) securing obligations under the Primary Credit Facilities;

(3) Liens on receivables subject to a Receivable Financing Transaction;

(4) Liens arising in connection with industrial development bonds or other industrial development, pollution control or other tax-favored or government-sponsored financing transactions, *provided* that such Liens do not at any time encumber any property other than the property financed by such transaction and other property, assets or revenues related to the property so financed on which Liens are customarily granted in connection with such transactions (in each case, together with improvements and attachments thereto);

(5) Liens granted after the Issue Date on any assets or properties of Lear or any of its Restricted Subsidiaries to secure obligations under the notes;

(6) Extensions, renewals and replacements of any Lien described in subsections (1) through (5) above; and

(7) Other Liens in respect of Indebtedness of Lear and its Restricted Subsidiaries in an aggregate principal amount at any time not exceeding 5% of Consolidated Assets at such time.

Limitation on Sale and Lease-Back Transactions

The indenture provides that Lear will not, nor will it permit any of its Restricted Subsidiaries to, enter into any sale and lease-back transaction for the sale and leasing back of any property or asset, whether now owned or hereafter acquired, of Lear or any of its Restricted Subsidiaries (except such transactions (1) entered into prior to the Issue Date, (2) for the sale and leasing back of any property or asset, by Lear or a Restricted Subsidiary of Lear to Lear or any other Restricted Subsidiary of Lear, (3) involving leases for less than three years or (4) in which the lease for the property or asset is entered into within 120 days after the later of the date of acquisition, completion of construction or commencement of full operations of such property or asset) *unless*:

(a) Lear or such Restricted Subsidiary would be entitled under the "Limitation on Liens" covenant above to create, incur, assume or permit to exist a Lien on the assets to be leased in an amount at least equal to the Attributable Value in respect of such transaction without equally and ratably securing the notes, or

(b) the proceeds of the sale of the assets to be leased are at least equal to their fair market value and the proceeds are applied to the purchase, acquisition, construction or refurbishment of assets or to the repayment of Indebtedness of Lear or any of its Restricted Subsidiaries which on the date of original incurrence had a maturity of more than one year.

Reports

So long as any note is outstanding, Lear will file with the SEC and, within 15 days after it files them with the SEC, file with the Trustee and mail or cause to be mailed, to the holders at their addresses as set forth in the registers of the notes, copies of the annual reports and of the information, documents and other reports which Lear is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act or which Lear would be required to file with the SEC if Lear then had a class of securities registered under the Exchange Act. In addition, Lear shall cause its annual report to stockholders and any quarterly or other financial reports furnished to its stockholders generally to be filed with the Trustee and mailed, no later than the date such materials are mailed to Lear's stockholders, to the holders at their addresses as set forth in the registers of notes.

Consolidation, Merger and Sale of Assets

The indenture provides that Lear will not consolidate or merge with or into, or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its assets to, any Person unless:

(1) the Person formed by or surviving any such consolidation or merger (if other than Lear), or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made,

is a corporation organized and existing under the laws of the United States of America, any state thereof or the District of Columbia;

(2) the Person formed by or surviving any such consolidation or merger (if other than Lear), or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made, assumes all our obligations under the notes and the indenture; and

(3) immediately after such transaction, and giving effect thereto, no Default (as defined in the Indenture) or Event of Default shall have occurred and be continuing. Notwithstanding the foregoing, Lear may merge with another Person or acquire by purchase or otherwise all or any part of the property or assets of any other corporation or Person in a transaction in which it is the surviving entity.

Events of Default

The following events constitute Events of Default with respect to the notes:

- failure to pay the principal amount at maturity (or if the notes have been converted to Cash Pay Notes following a Tax Event, the Restated Principal Amount), redemption price, purchase price or Fundamental Change purchase price with respect to any notes when such amount becomes due and payable;
- if the notes have been converted to Cash Pay Notes following a Tax Event or additional interest is payable pursuant to the Registration Rights Agreement, the failure to pay such interest when due, and the Default continues for 30 days;
- failure to comply with any of the other covenants or agreements in the notes or in the indenture and the Default continues for the period of 30 days after which either the trustee or the holders of at least 25% in aggregate principal amount at maturity of the notes then outstanding have given written notice as provided in the indenture;
- any guarantee of the notes ceases to be in full force and effect or any guarantor denies or disaffirms its obligations under its guarantee of the notes, except, in each case, in connection with a release of a guarantee in accordance with the terms of the indenture;
- the nonpayment at maturity or other Default (beyond any applicable grace period) under any agreement or instrument relating to any other Indebtedness of Lear or its subsidiaries (the unpaid principal amount of which is not less than $40 million), which Default results in the acceleration of the maturity of such Indebtedness prior to its stated maturity or occurs at the final maturity thereof;
- the entry of any final judgment or orders against Lear or its subsidiaries in excess of $40 million individually or in the aggregate (not covered by insurance) that is not paid, discharged or otherwise stayed (by appeal or otherwise) within 60 days after the entry of such judgments or orders; and
- specified events relating to bankruptcy, insolvency or reorganization of Lear or its Significant Subsidiaries.

If there is an Event of Default with respect to the notes, which continues for the requisite amount of time, either the trustee or holders of at least 25% in aggregate principal amount at maturity of the notes then outstanding may declare the Accreted Value through the date of such declaration to be due and payable immediately, except that if an Event of Default occurs due to bankruptcy, insolvency or reorganization as provided in the indenture, then the Accreted Value through the occurrence of such event shall become due and payable immediately without any act by the trustee or any holder of the notes. If the notes have been converted to Cash Pay Notes following the occurrence of a Fundamental Change, the amount due on an acceleration will be the Restated Principal Amount plus accrued and unpaid interest.

Before the acceleration of the maturity of the notes, the holders of a majority in aggregate principal amount at maturity of the notes then outstanding may, on behalf of the holders of all notes, waive any past

Default or Event of Default and its consequences for the notes, except (1) a Default described in first and second bullet points above, (2) a Default with respect to a provision of the indenture that cannot be amended without the consent of each holder affected by the amendment or (3) a Default which constitutes a failure to convert any note in accordance with its terms and the terms of the indenture. In case of a waiver of a Default, that Default shall cease to exist, any Event of Default arising from that Default shall be deemed to have been cured for all purposes, and Lear, the trustee, and the holders of the notes will be restored to their former positions and rights under the indenture.

The trustee will, within 90 days after the occurrence of a Default known to it with respect to the notes, give to the holders of the notes notice of all uncured Defaults with respect to the notes known to it, unless the Defaults have been cured or waived before the giving of the notice, but the trustee will be protected in withholding the notice if it in good faith determines that the withholding of the notice is in the interest of the holders of the notes, except in the case of a Default described in the first and second bullet points above.

A holder may institute a suit against us for enforcement of such holder's rights under the indenture, for the appointment of a receiver or trustee, or for any other remedy only if the following conditions are satisfied:

- the holder gives the trustee written notice of a continuing Event of Default;
- holders of at least 25% of the aggregate principal amount at maturity of the notes at the time outstanding make a request, in writing, and offer reasonable indemnity, to the trustee for the trustee to institute the requested proceeding;
- the trustee does not receive direction contrary to the holder's request within 60 days following such notice, request and offer of indemnity under the terms of the indenture; and
- the trustee does not institute the requested proceeding within 60 days following such notice.

The indenture requires us every year to deliver to the trustee a statement as to performance of our obligations under the indenture and as to any Defaults.

A Default in the payment of any of the notes, or a Default with respect to the notes that causes them to be accelerated, may give rise to a cross-default under our Primary Credit Facilities, our existing senior notes or other indebtedness.

Modification and Waiver

We and the trustee may enter into supplemental indentures that modify or amend the indenture or modify the rights of the holders of notes with the consent of holders of at least a majority in aggregate principal amount at maturity of the outstanding notes. However, the consent of all of the holders of the notes affected is required for any of the following:

- to reduce the percentage in principal amount at maturity of the notes whose holders must consent to an amendment;
- to reduce the principal amount at maturity, Restated Principal Amount or issue price, or extend the stated maturity, of any notes;
- to reduce the redemption price, purchase price or Fundamental Change purchase price of any notes;
- to make any change that adversely affects the right to convert any notes;
- except as otherwise provided herein and in the indenture, to alter the manner or reduce the rate of accrual of original issue discount or interest on any notes, reduce the rate of interest upon the occurrence of a Tax Event, or extend the time for payment of original issue discount or interest, if any, on any notes;
- to make any change that adversely affects such holder's right to require us to purchase notes;

- to make the notes payable in a currency other than that stated in the notes;
- to modify or change any provision of any guarantee of the notes in a manner which adversely affects the holders of the notes;
- to release any security that may have been granted with respect to the notes;
- to make any change in the provisions of the indenture relating to waivers of Defaults or amendments that require unanimous consent;
- to impair the right to bring a lawsuit for the enforcement of any payment with respect to, or a conversion of, the notes; or
- to modify any of the above provisions of the indenture, except to increase the percentage in principal amount at maturity of the outstanding notes whose holders must consent to an amendment or to provide that certain other provisions of the indenture cannot be modified or waived without the consent of the holder of each outstanding note affected by the modification or waiver.

The consent of the holder of notes is not necessary to approve the particular form of any proposed amendment to the indenture. It is sufficient if any consent approves the substance of the proposed amendment.

In addition, we and the trustee may enter into supplemental indentures without the consent of the holders of the notes for one or more of the following purposes:

- to evidence that another person has become our successor under the provisions of the indenture relating to consolidations, mergers, and sales of assets and that the successor assumes our covenants, agreements, and obligations in the indenture and in the notes;
- to surrender any of our rights or powers under the indenture, to add to our covenants further covenants, restrictions, conditions, or provisions for the protection of the holders of the notes, and to make a Default in any of these additional covenants, restrictions, conditions, or provisions a Default or an Event of Default with respect to the notes;
- to cure any ambiguity or to make corrections to the indenture, any supplemental indenture, or the notes, or to make such other provisions in regard to matters or questions arising under the indenture that do not adversely affect the interests of any holders of the notes in any material respect;
- to modify or amend the indenture to permit the qualification of the indenture or any supplemental indenture under the Trust Indenture Act of 1939 as then in effect;
- to add guarantees with respect to the notes or to secure the notes;
- to make any change that does not adversely affect the rights of any holder of the notes in any material respect; and
- to evidence the appointment of a successor trustee.

Defeasance

The notes are not subject to any defeasance provisions.

Limitation of Claims in Bankruptcy

If a bankruptcy proceeding is commenced in respect of us, the claim of the holder of a note is, under Title 11 of the United States Code, limited to the issue price of the note plus that portion of the original issue discount that has accreted from the date of issue to the commencement of the proceeding.

Calculations in Respect of Notes

We or our agents will be responsible for making all calculations called for under the notes. These calculations include, but are not limited to, determination of the market prices of the notes and of Lear Common Stock and amounts of interest on the notes. We or our agents will make all these calculations in good faith and, absent manifest error, our and their calculations will be final and binding on holders of notes. We or our agents will provide a schedule of these calculations to the trustee and the trustee is entitled to conclusively rely upon the accuracy of these calculations without independent verification.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the indenture. Reference is made to the indenture for the full definition of all terms used in the indenture.

"Accreted Value" means, at any date of determination, (1) prior to such time as the notes are converted to Cash Pay Notes, the sum of (x) the initial offering price of each note and (y) the portion of the excess of the principal amount of each note over such initial offering price which shall have been amortized by Lear in accordance with GAAP through such date, such amount to be so amortized on a daily basis and compounded semi-annually on each August 20 and February 20 at the rate of 4.75% per annum from the Issue Date through the date of determination computed on the basis of a 360-day year of twelve 30-day months and (2) at or after such time as the notes are converted to Cash Pay Notes, the Restated Principal Amount.

"Acquired Indebtedness" means Indebtedness of a Person or any of its Restricted Subsidiaries existing at the time such Person becomes a Restricted Subsidiary of Lear or assumed in connection with the acquisition of assets from such Person and not incurred by such Person in contemplation of such Person becoming a Restricted Subsidiary of Lear or such acquisition, and any refinancings thereof.

"Attributable Value" means, in connection with a sale and lease-back transaction, the lesser of (1) the fair market value of the assets subject to such transaction and (2) the present value (discounted at a rate per annum equal to the rate of interest implicit in the lease involved in such sale and lease-back transaction, as determined in good faith by us) of the obligations of the lessee for rental payments during the term of the related lease.

"Common Equity" of any Person means capital stock of such Person that is generally entitled to (1) vote in the election of directors of such Person or (2) if such Person is not a corporation, vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management or policies of such Person.

"Consolidated Assets" means at a particular date, all amounts which would be included under total assets on a consolidated balance sheet of Lear and its Restricted Subsidiaries as at such date, determined in accordance with GAAP.

"Continuing Director" means a director who either was a member of our Board of Directors on February 14, 2002 or who becomes a director of Lear subsequent to such date and whose election, or nomination for election by our stockholders, is duly approved by a majority of the Continuing Directors on the Board of Directors of Lear at the time of such approval, either by a specific vote or by approval of the proxy statement issued by Lear on behalf of the entire Board of Directors of Lear in which such individual is named as nominee for director.

"Financing Lease" means (a) any lease of property, real or personal, the obligations under which are capitalized on a consolidated balance sheet of Lear and its Restricted Subsidiaries and (b) any other such lease to the extent that the then present value of the minimum rental commitment thereunder should, in accordance with GAAP, be capitalized on a balance sheet of the lessee.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements

by such other entity as have been approved by a significant segment of the accounting profession, which are applicable from time to time.

"Indebtedness" of a Person means all obligations which would be treated as liabilities upon a balance sheet of such Person prepared on a consolidated basis in accordance with GAAP.

"Investment" by any Person means (i) all investments by such Person in any other Person in the form of loans, advances or capital contributions, (ii) all guarantees of Indebtedness or other obligations of any other Person by such Person, (iii) all purchases (or other acquisitions for consideration) by such Person of Indebtedness, capital stock or other securities of any other Person; (iv) all other items that would be classified as investments (including, without limitation, purchases outside the ordinary course of business) on a balance sheet of such Person prepared in accordance with GAAP.

"Issue Date" means February 20, 2002.

"Lear Common Stock" means our common stock, par value $0.01 per share, as it existed on the date of the indenture and any shares of any class or classes of our capital stock resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of Lear and which are not subject to redemption by us; provided, however, that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable on conversion of notes shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement or any Financing Lease having substantially the same economic effect as any of the foregoing).

The "Market Price" as of any date means the average of the Sale Prices of Lear Common Stock for the 20 trading day period ending on the third business day (if the third business day prior to the applicable date is a trading day or, if not, then on the last trading day) prior to such date, appropriately adjusted to take into account the occurrence, during the period commencing on the first of such trading days during such 20 trading day period and ending on such date, of certain events with respect to Lear Common Stock that would result in an adjustment of the conversion rate.

"Permitted Liens" means:

(1) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings; *provided* that adequate reserves with respect thereto are maintained on the books of Lear or its Restricted Subsidiaries, as the case may be, in accordance with GAAP (or, in the case of Restricted Subsidiaries organized outside the United States, generally accepted accounting principles in effect from time to time in their respective jurisdictions of organization);

(2) statutory Liens of landlords, carriers, warehousemen, mechanics, materialmen, repairmen, suppliers or other like Liens arising in the ordinary course of business relating to obligations not overdue for a period of more than 60 days or which are bonded or being contested in good faith by appropriate proceedings;

(3) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation, including any Lien securing letters of credit issued in the ordinary course of business in connection therewith and deposits securing liabilities to insurance carriers under insurance and self-insurance programs;

(4) Liens (other than any Lien imposed by ERISA) incurred on deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations,

surety and appeal bonds, performance bonds, utility payments and other obligations of a like nature incurred in the ordinary course of business;

(5) easements, rights-of-way, restrictions and other similar encumbrances incurred which, in the aggregate, do not materially interfere with the ordinary conduct of the business of Lear and its Restricted Subsidiaries taken as a whole;

(6) attachment, judgment or other similar Liens arising in connection with court or arbitration proceedings fully covered by insurance or involving, individually or in the aggregate, no more than $40,000,000 at any one time, *provided* that the same are discharged, or that execution or enforcement thereof is stayed pending appeal, within 60 days or, in the case of any stay of execution or enforcement pending appeal, within such lesser time during which such appeal may be taken;

(7) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business;

(8) statutory Liens and rights of offset arising in the ordinary course of business of Lear and its Restricted Subsidiaries;

(9) Liens in connection with leases or subleases granted to others and the interest or title of a lessor or sublessor (other than Lear or any of its Subsidiaries) under any lease; and

(10) Liens securing indebtedness in respect of interest rate agreement obligations or currency agreement obligations or commodity hedging arrangements entered into to protect against fluctuations in interest rates or exchange rates or commodity prices and not for speculative reasons.

"Person" means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

"Primary Credit Facilities" means

(1) the Third Amended and Restated Credit and Guarantee Agreement, dated as of March 26, 2001, among Lear Corporation, Lear Canada, the Foreign Subsidiary Borrowers (as defined therein), the Lenders Party thereto, Bank of America, N.A., Citibank, N.A. and Deutsche Banc Alex. Brown Inc., as Syndication Agent, The Bank of Nova Scotia, as Documentation Agent and Canadian Administrative Agent, The Other Agents Named in Schedule IX thereto and The Chase Manhattan Bank, as General Administrative Agent;

(2) the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of March 26, 2001, among Lear Corporation, the Foreign Subsidiary Borrowers (as defined therein), the Lenders party thereto, Citicorp USA, Inc. as Syndication Agent, Toronto Dominion (Texas), Inc., as Documentation Agent the Other Agents Named in Schedule IX thereto and Chase Manhattan Bank, as Administrative Agent; and

(3) the Term Loan Agreement, dated November 17, 1998, between Lear and Toronto Dominion (Texas), Inc., as amended;

in each case, including any related notes, collateral documents, security documents, instruments and agreements entered into in connection therewith and, in each case, as the same may be amended, supplemented or otherwise modified (including any agreement extending the maturity of, increasing the total commitment under or otherwise restructuring all or any portion of the Indebtedness under any such agreement or any successor or replacement agreement), renewed, refunded, replaced, restated or refinanced from time to time.

"Receivable Financing Transaction" means any transaction or series of transactions involving a sale for cash of accounts receivable, without recourse based upon the collectibility of the receivables sold, by Lear or any of its Restricted Subsidiaries to a Special Purpose Subsidiary and a subsequent sale or pledge of such accounts receivable (or an interest therein) by such Special Purpose Subsidiary, in each case

without any guarantee by Lear or any of its Restricted Subsidiaries (other than the Special Purpose Subsidiary).

"Restricted Subsidiary" means any Subsidiary other than an Unrestricted Subsidiary.

The "Sale Price" of Lear Common Stock on any date means the closing sale price per share (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on such date as reported in composite transactions for the principal national securities exchange on which Lear Common Stock is traded or, if Lear Common Stock is not listed on a national or regional securities exchange, as reported on the Nasdaq Stock Market.

"Significant Subsidiary" means any Subsidiary which has (i) consolidated assets or in which Lear and its other Subsidiaries have Investments, equal to or greater than 5% of the total consolidated assets of Lear at the end of its most recently completed fiscal year or (ii) consolidated gross revenue equal to or greater than 5% of the consolidated gross revenue of Lear for its most recently completed fiscal year.

"Special Purpose Subsidiary" means any wholly owned Restricted Subsidiary of Lear created by Lear for the sole purpose of facilitating a Receivable Financing Transaction.

"Subsidiary" of any Person means (1) a corporation a majority of whose capital stock with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by such Person or by such Person and a subsidiary or subsidiaries of such Person or by a subsidiary or subsidiaries of such Person or (2) any other Person (other than a corporation) in which such Person or such Person and a subsidiary or subsidiaries of such Person or a subsidiary or subsidiaries of such Persons, at the time, directly or indirectly, owns at least a majority voting interest under ordinary circumstances.

"Unrestricted Subsidiary" means any Subsidiary designated as such by the Board of Directors of Lear; *provided*, however, that at the time of any such designation by the Board of Directors, such Subsidiary does not constitute a Significant Subsidiary; and *provided*, further, that at the time that any Unrestricted Subsidiary becomes a Significant Subsidiary it shall cease to be an Unrestricted Subsidiary.

Same-Day Settlement and Payment

The indenture requires that payments in respect of the notes (including principal, premium, if any, and interest) be made by wire transfer of immediately available funds to the accounts specified by the Global Note Holders. Lear expects that secondary trading in the certificated notes also will be settled in immediately available funds.

Transfer and Exchange

A holder may transfer or exchange the notes in accordance with the procedures set forth in the indenture. The registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents, and to pay any taxes and fees required by law or permitted by the indenture. The registrar is not required to transfer or exchange any note selected for redemption. Also, the registrar is not required to transfer or exchange any note for a period of 15 days before a selection of the notes to be redeemed.

Governing Law

The indenture, the notes and the guarantees are governed by, and construed in accordance with, the laws of the State of New York.

Trustee

The Bank of New York, as trustee under the indenture, is the paying agent, conversion agent, registrar and custodian with respect to the notes. The Bank of New York is the transfer agent and registrar for our common stock. The trustee or its affiliates may from time to time in the future provide banking and other services to us in the ordinary course of their business.

Book-Entry, Delivery and Form

The notes are evidenced by fully registered global notes (the "Global Notes"). The Global Notes were deposited on or about the original issue date with, or on behalf of, The Depository Trust Company (the "Depositary") and registered in the name of Cede & Co., as nominee of the Depositary (such nominee being referred to herein as the "Global Note Holder").

Upon resale of the notes in accordance with the registration statement of which this prospectus forms a part, beneficial interests in the global notes will be transferred from one or more restricted global securities to one or more unrestricted global securities. Owners of beneficial interests in the notes represented by the global notes will hold their interest pursuant to the procedures and practices of the Depositary. As a result, beneficial interests in any such securities will be shown on, and transfers will be effected only through, records maintained by the Depositary and its direct and indirect participants and any such interest may not be exchanged for certificated securities, except in limited circumstances. Owners of beneficial interests must exercise any rights in respect of their interests, including any right to convert or require purchase of their interests in the notes, in accordance with the procedures and practices of the Depositary.

The Depositary is a limited-purpose trust company which was created to hold securities for its participating organizations (collectively, the "Participants" or the "Depositary's Participants") and to facilitate the clearance and settlement of transactions in such securities between Participants through electronic book-entry changes in accounts of its Participants. The Depositary's Participants include securities brokers and dealers, banks and trust companies, clearing corporations and certain other organizations. Access to the Depositary's system is also available to other entities such as banks, brokers, dealers and trust companies (collectively, the "Indirect Participants" or the "Depositary's Indirect Participants") that clear through or maintain a custodial relationship with a Participant, either directly or indirectly. Persons who are not Participants may beneficially own securities held by or on behalf of the Depositary only through the Depositary's Participants or the Depositary's Indirect Participants.

So long as the Global Note Holder is the registered owner of any notes, the Global Note Holder will be considered the sole owner or holder of such notes outstanding under the indenture. Except as provided below, owners of notes will not be entitled to have notes registered in their names, will not receive or be entitled to receive physical delivery of notes in definitive form, and will not be considered the holders thereof under the indenture for any purpose, including with respect to the giving of any directions, instructions or approvals to the trustee thereunder. As a result, the ability of a person having a beneficial interest in notes represented by the Global Notes to pledge such interest to persons or entities that do not participate in the Depositary's system or to otherwise take actions in respect of such interest may be affected by the lack of a physical certificate evidencing such interest.

Neither we, the trustee, the paying agent nor the registrar for the notes will have any responsibility or liability for any aspect of the records relating to or payments made on account of notes by the Depositary, or for maintaining, supervising or reviewing any records of the Depositary relating to such notes.

Payments in respect of the principal, premium, if any, and interest on any notes registered in the name of a Global Note Holder on the applicable record date will be payable by the trustee to or at the direction of such Global Note Holder in its capacity as the registered holder under the indenture. Under the terms of the indenture, we and the trustee may treat the persons in whose names the notes, including the Global Notes, are registered as the owners thereof for the purpose of receiving such payments and for any and all other purposes whatsoever. Consequently, neither we nor the trustee has or will have any responsibility or liability for the payment of such amounts to beneficial owners of notes (including principal, premium, if any, and interest).

We believe, however, that it is currently the policy of the Depositary to immediately credit the accounts of the relevant Participants with such payment, in amounts proportionate to their respective holdings in principal amount at maturity of beneficial interests in the relevant security as shown on the

records of the Depositary. Payments by the Depositary's Participants and the Depositary's Indirect Participants to the beneficial owner of notes will be governed by standing instructions and customary practice and will be the responsibility of the Depositary's Participants or the Depositary's Indirect Participants.

As long as the notes are represented by one or more Global Notes, the Depositary's nominee will be the holder of the notes and therefore will be the only entity that can exercise a right to repayment or repurchase of the notes. See "— Purchase of Notes at the Option of the Holder" and "— Fundamental Change Permits Holders to Require Us to Purchase Notes." Notice by Participants or Indirect Participants or by owners of beneficial interests in a Global Note held through such Participants or Indirect Participants of the exercise of the option to require purchase or conversion of beneficial interests in notes represented by a Global Note must be transmitted to the Depositary in accordance with its procedures on a form required by the Depositary and provided to Participants. In order to ensure that the Depositary's nominee will timely exercise a right to purchase or conversion with respect to particular notes, the beneficial owner of such notes must instruct the broker or the Participant or Indirect Participant through which it holds an interest in such notes to notify the Depositary of its desire to exercise a right to purchase or conversion. Different firms have different cut-off times for accepting instructions from their customers and, accordingly, each beneficial owner should consult the broker or other Participant or Indirect Participant through which it holds an interest in a note in order to ascertain the cut-off time by which such an instruction must be given in order for timely notice to be delivered to the Depositary. We will not be liable for any delay in delivery of notices of the exercise of the option to elect purchase or conversion.

If DTC is at any time unwilling to continue as Depositary and a successor Depositary is not appointed by us within 90 days, or, if an Event of Default has occurred and is continuing, we will issue definitive notes in exchange for the Global Notes.

Description of Capital Stock

Our authorized capital stock consists of 165,000,000 shares of stock, including:

- 150,000,000 shares of common stock, $0.01 par value per share, of which 64,386,762 shares were outstanding and approximately 12.0 million shares were reserved for issuance pursuant to option and employee benefit plans and 4,813,056 shares were reserved for issuance pursuant to the conversion of the notes as of February 28, 2002; and

- 15,000,000 shares of preferred stock, $0.01 par value per share, of which no shares are currently issued or outstanding.

Common Stock

This section describes the general terms of our common stock. For more detailed information, you should refer to our Restated Certificate of Incorporation and amended and restated bylaws, copies of which have been filed with the SEC. These documents are also incorporated by reference into this prospectus.

Holders of our common stock are entitled to one vote per share with respect to each matter submitted to a vote of our stockholders, subject to voting rights that may be established for shares of our preferred stock, if any. Except as may be provided in connection with our preferred stock or as otherwise may be required by law or our Restated Certificate of Incorporation, our common stock is the only capital stock entitled to vote in the election of directors. Our common stock does not have cumulative voting rights.

Subject to the rights of holders of our preferred stock, if any, holders of our common stock are entitled to receive dividends and distributions lawfully declared by our board of directors. We are currently restricted under the terms of our Primary Credit Facilities from paying dividends above certain limited amounts to holders of our common stock. If we liquidate, dissolve, or wind up our business, whether voluntarily or involuntarily, holders of our common stock will be entitled to receive any assets available for distribution to our stockholders after we have paid or set apart for payment the amounts necessary to satisfy any preferential or participating rights to which the holders of each outstanding series of preferred stock are entitled by the express terms of such series of preferred stock.

The outstanding shares of our common stock are fully paid and nonassessable. Our common stock does not have any preemptive, subscription or conversion rights. We may issue additional shares of our authorized common stock as it is authorized by our board of directors from time to time, without stockholder approval, except as may be required by applicable stock exchange requirements.

Preferred Stock

This section describes the general terms and provisions of our preferred stock. We will file a copy of the certificate of designation that contains the terms of each series of preferred stock with the SEC each time we issue a series of preferred stock. Each certificate of designation will establish the number of shares included in a designated series and fix the designation, powers, privileges, preferences and rights of the shares of each series as well as any applicable qualifications, limitations or restrictions.

Our board of directors has been authorized to provide for the issuance of shares of our preferred stock in multiple series without the approval of stockholders. With respect to each series of our preferred stock, our board of directors has the authority to fix the following terms:

- the designation of the series;

- the number of shares within the series;

- whether dividends are cumulative and, if cumulative, the dates from which dividends are cumulative;

- the rate of any dividends, any conditions upon which dividends are payable, and the dates of payment of dividends;

- whether the shares are redeemable, the redemption price and the terms of redemption;
- the amount payable to you for each share you own if we dissolve or liquidate;
- whether the shares are convertible or exchangeable, the price or rate of conversion or exchange, and the applicable terms and conditions;
- voting rights applicable to the series of preferred stock; and
- any other rights, preferences or limitations of such series.

Our ability to issue preferred stock, or rights to purchase such shares, could discourage an unsolicited acquisition proposal. For example, we could impede a business combination by issuing a series of preferred stock containing class voting rights that would enable the holders of such preferred stock to block a business combination transaction. Alternatively, we could facilitate a business combination transaction by issuing a series of preferred stock having sufficient voting rights to provide a required percentage vote of the stockholders. Additionally, under certain circumstances, our issuance of preferred stock could adversely affect the voting power of the holders of our common stock. Although our board of directors is required to make any determination to issue any preferred stock based on its judgment as to the best interests of our stockholders, our board of directors could act in a manner that would discourage an acquisition attempt or other transaction that some, or a majority, of our stockholders might believe to be in their best interests or in which stockholders might receive a premium for their stock over prevailing market prices of such stock. Our board of directors does not at present intend to seek stockholder approval prior to any issuance of currently authorized stock, unless otherwise required by law or applicable stock exchange requirements.

Rights Agreement

Attached to each share of our common stock is one preferred share purchase right. Each right entitles the registered holder to purchase from us one one-thousandth of a share of Series A Junior Participating Preferred Stock, par value $0.01 per share, at a price of $125.00 per one one-thousandth of a share of Series A Junior Participating Preferred Stock, subject to adjustment. The rights expire on March 1, 2010, unless the final expiration date is extended or unless the rights are earlier redeemed or exchanged by us.

The rights represented by the certificates for our common stock are not exercisable, and are not separately transferable from the common stock, until the earlier of:

- ten days after a public announcement that a person or group of affiliated or associated persons have acquired beneficial ownership of 20% or more of our common stock; or
- ten business days, or a later date determined by our board of directors, after the commencement or first public announcement of a tender or exchange offer that would result in a person or group beneficially owning 20% or more of our outstanding common stock.

The earlier of these two dates is called the “distribution date.” Separate certificates for the rights will be mailed to holders of record of our common stock as of the distribution date. The rights could then begin trading separately from our common stock.

Generally, in the event that a person or group becomes an acquiring person, each right, other than the rights owned by the acquiring person, will entitle the holder to receive, upon exercise of the right, common stock having a value equal to two times the exercise price of the right. In the event that we are acquired in a merger or other business combination transaction or more than 50% of our consolidated assets or earning power is sold or transferred after a person or group becomes an acquiring person, each right, other than the rights owned by an acquiring person, will entitle the holder to receive, upon the exercise of the right, common stock of the surviving corporation having a value equal to two times the exercise price of the right.

At any time after the acquisition by the acquiring person and before the acquisition by the acquiring person of 50% or more of the outstanding shares of our common stock, our board of directors may exchange the rights, other than rights owned by the acquiring person, which would have become void, in

whole or in part, at an exchange ratio of one share of our common stock, or one one-thousandth of a Series A Junior Participating Preferred Stock, per right, subject to adjustment.

The rights are redeemable in whole, but not in part, at $0.01 per right until any person or group becomes an acquiring person. The ability to exercise the rights terminates at the time that the board of directors elects to redeem the rights. At no time will the rights have any voting rights.

The number of outstanding rights, the exercise price payable, and the number of shares of Series A Junior Participating Preferred Stock or other securities or property issuable upon exercise of the rights are subject to customary adjustments from time to time to prevent dilution.

The rights have certain anti-takeover effects. The rights may cause substantial dilution to a person or group that attempts to acquire us on terms not approved by our board of directors, except in the case of an offer conditioned on a substantial number of rights being acquired. The rights should not interfere with any merger or other business combination that our board of directors approves.

The shares of Series A Junior Participating Preferred Stock purchasable upon exercise of the rights will rank junior to all other series of our preferred stock, if any, or any similar stock that specifically provides that it ranks prior to the shares of Series A Junior Participating Preferred Stock. The shares of Series A Junior Participating Preferred Stock will be nonredeemable. Each share of Series A Junior Participating Preferred Stock will be entitled to a minimum preferential quarterly dividend of $1.00 per share, if, as and when declared, but will be entitled to an aggregate dividend of 1,000 times the dividend declared per share of our common stock. In the event of liquidation, the holders of the shares of Series A Junior Participating Preferred Stock will be entitled to a minimum preferential liquidation payment of $1,000 per share, but will be entitled to an aggregate payment of 1,000 times the payment made per share of our common stock. Each share of Series A Junior Participating Preferred Stock will have 1,000 votes, voting together with our common stock. In the event of any merger, consolidation or other transaction in which our common stock is exchanged, each share of Series A Junior Participating Preferred Stock will be entitled to receive 1,000 times the amount and type of consideration received per share of our common stock. These rights are protected by customary antidilution provisions. Because of the nature of the Series A Junior Participating Preferred Stock's dividend, liquidation and voting rights, the value of the one one-thousandth interest in a share of Series A Junior Participating Preferred Stock purchasable upon the exercise of each right should approximate the value of one share of our common stock.

The description of the rights contained in this section does not describe every aspect of the rights. The rights agreement dated as of March 1, 2000 between us and the rights agent, a copy of which is incorporated by reference into this prospectus, contains the full legal text of the matters described in this section.

Limitation on Directors' Liability

Our Restated Certificate of Incorporation provides, as authorized by Section 102(b)(7)of the Delaware General Corporation Law, that our directors will not be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to us or our stockholders;
- for acts or omission not in good faith or which involve intentional misconduct or a knowing violation of law;
- for unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- for any transaction from which the director derived an improper personal benefit.

The inclusion of this provision in our Restated Certificate of Incorporation may have the effect of reducing the likelihood of derivative litigation against directors, and may discourage or deter stockholders

or management from bringing a lawsuit against directors for breach of their duty of care, even though such an action, if successful, might otherwise have benefited us and our stockholders.

Section 203 of the Delaware General Corporation Law

Section 203 of the Delaware General Corporation Law prohibits a defined set of transactions between a Delaware corporation, such as us, and an "interested stockholder." An interested stockholder is defined as a person who, together with any affiliates or associates of such person, beneficially owns, directly or indirectly, 15% or more of the outstanding voting shares of a Delaware corporation. This provision may prohibit business combinations between an interested stockholder and a corporation for a period of three years after the date the interested stockholder becomes an interested stockholder. The term "business combination" is broadly defined to include mergers, consolidations, sales or other dispositions of assets having a total value in excess of 10% of the consolidated assets of the corporation, and some other transactions that would increase the interested stockholder's proportionate share ownership in the corporation.

This prohibition is effective unless:

- The business combination is approved by the corporation's board of directors prior to the time the interested stockholder becomes an interested stockholder;
- The interested stockholder acquired at least 85% of the voting stock of the corporation, other than stock held by directors who are also of officers or by qualified employee stock plans, in the transaction in which it becomes an interested stockholder; or
- The business combination is approved by a majority of the board of directors and by the affirmative vote of 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

In general, the prohibitions do not apply to business combinations with persons who were stockholders before we became subject to Section 203 in 1996.

Charter and Bylaw Provisions

Our bylaws, as amended, contain provisions requiring that advance notice be delivered to us of any business to be brought by a stockholder before an annual meeting of stockholders and providing for certain procedures to be followed by stockholders in nominating persons for election to our board of directors. Generally, such advance notice provisions provide that the stockholder must give written notice to our secretary (i) not less than 120 days nor more than 150 days prior to the first anniversary of the date of our consent solicitation or proxy statement released to stockholders in connection with our previous year's annual meeting to bring business before an annual meeting of stockholders and (ii) not less than 60 days nor more than 90 days before the scheduled date of the annual meeting of stockholders to nominate persons for election to our board of directors. The notice must set forth specific information regarding such stockholder and such business or director nominee, as described in the bylaws. Such requirement is in addition to those set forth in the regulations adopted by the SEC under the Exchange Act. Our Restated Certificate of Incorporation provides that, subject to any rights of holders of preferred stock to elect one or more directors, the number of directors shall not be fewer than one nor more than eleven and provides for a classified board of directors, consisting of three classes as nearly equal in size as practicable. Each class holds of office until the third annual stockholders' meeting for election of directors following the most recent election of such class. Our directors may be removed only for cause.

The bylaws provide that stockholders may not act by written consent in lieu of a meeting, unless such written consent is signed by a sufficient amount of stockholders required to take such action. Special meetings of the stockholders may be called by the Chief Executive Officer, the President or the Secretary of Lear at the written request of a majority of the board of directors, but may not be called by stockholders. The bylaws may be amended by a majority (and in certain cases, 66 2/3%) of the board of directors or by the affirmative vote of the holders of at least a majority of the aggregate voting power of our outstanding capital stock entitled to vote thereon.

The foregoing provisions of the Restated Certificate of Incorporation and the amended and restated bylaws, together with the rights agreement and the provisions of Section 203 of the DGCL, could have the effect of delaying, deferring or preventing a change in control or the removal of existing management, of deterring potential acquirors from making an offer to our stockholders and of limiting any opportunity to realize premiums over prevailing market prices for our common stock in connection therewith. This could be the case notwithstanding that a majority of our stockholders might benefit from such a change in control or offer.

Transfer Agent and Registrar

The Bank of New York serves as the registrar and transfer agent for the common stock.

Stock Exchange Listing

Our common stock is listed on the New York Stock Exchange. The trading symbol for our common stock on this exchange is “LEA.”

Certain United States Federal Income Tax Consequences

General

The following is a summary discussion of certain U.S. federal income tax consequences relevant to holders of the notes and holders of common stock received upon conversion of the notes. Unless otherwise stated, this summary deals only with notes and common stock received upon conversion of the notes held as capital assets by U.S. Holders (defined below). This summary does not purport to deal with beneficial owners of the notes or common stock received upon conversion of the notes in light of their particular circumstances or who are subject to special rules, such as financial institutions, insurance companies, real estate investment trusts, regulated investment companies, dealers in securities or currencies, tax-exempt entities, persons holding notes in a tax-deferred or tax-advantaged account, or persons holding notes as a hedge against currency risks, as a position in a "straddle" or as part of a "synthetic security", or a "hedging", "conversion", "constructive sale", "constructive ownership" or "integrated" transaction or other risk reduction transaction for tax purposes.

We do not address all of the tax consequences that may be relevant to a U.S. Holder. In particular, we do not address:

- the U.S. federal income tax consequences to shareholders in, or partners or beneficiaries of, a corporation or partnership for federal income tax purposes that is a holder of the notes or common stock received upon conversion of the notes;
- the U.S. federal estate, gift or alternative minimum tax consequences of the purchase, ownership or disposition of the notes or common stock received upon conversion of the notes;
- persons who hold the notes or common stock received upon conversion of the notes whose functional currency is not the U.S. dollar; or
- any state, local or foreign tax consequences of the purchase, ownership or disposition of the notes or common stock received upon conversion of the notes.

This summary is based on the Internal Revenue Code of 1986, as amended (the "Code"), administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations as in effect on the date of this prospectus, changes to any of which subsequent to the date of this prospectus may affect the tax consequences described herein, possibly with retroactive effect. There can be no assurance that the Internal Revenue Service (the "IRS") will not challenge one or more of the federal income tax consequences described in this section, and we have not obtained, nor do we intend to obtain, a ruling from the IRS with respect to the U.S. federal income tax consequences of purchasing, owning or disposing of the notes or common stock received upon conversion of the notes. Persons considering the purchase of notes should consult their tax advisers with regard to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the U.S. estate and gift tax, the U.S. alternative minimum tax, and the laws of any state, local or foreign taxing jurisdiction and the potential for a Tax Event to occur.

WE URGE PROSPECTIVE INVESTORS TO CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES AND THE COMMON STOCK RECEIVED UPON CONVERSION OF THE NOTES IN LIGHT OF THEIR OWN PARTICULAR CIRCUMSTANCES, INCLUDING THE TAX CONSEQUENCES UNDER THE U.S. FEDERAL INCOME TAX, THE U.S. ESTATE AND GIFT TAX, THE U.S. ALTERNATIVE MINIMUM TAX, AS WELL AS UNDER STATE, LOCAL, FOREIGN AND OTHER TAX LAWS, AND THE POSSIBLE EFFECTS OF CHANGES IN U.S. FEDERAL OR OTHER TAX LAWS.

U.S. Holders

A U.S. Holder is a beneficial owner of the notes or common stock received upon conversion of the notes who or which is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, including any entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is includable in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if (a) a U.S. court can exercise primary supervision over its administration and one or more United States persons have the authority to control all of its substantial decisions or (b) such trust was in existence on August 20, 1996, was treated as a U.S. Holder prior to such date and has properly elected to continue to be treated as a domestic trust.

A Non-U.S. Holder is a holder of the notes or common stock received upon conversion of the notes other than a U.S. Holder.

Original Issue Discount or Interest on the Notes. A substantial amount of the notes were initially sold for less than their stated redemption price at maturity. For U.S. federal income tax purposes, the excess of the stated redemption price at maturity of each note over this price at which a substantial amount of the notes were sold (the "issue price") constitutes original issue discount. The notes were issued with non de-minimis original issue discount.

Accordingly, a U.S. Holder of a note is required to include original issue discount in income as ordinary interest income as it accrues before receipt of the cash attributable to such income, regardless of such U.S. Holder's regular method of accounting for U.S. federal income tax purposes. Subject to the rules for acquisition premium described below, a U.S. Holder of a note must include in gross income for federal income tax purposes the sum of the daily portions of original issue discount with respect to the note for each day during the taxable year or portion of a taxable year in which such U.S. Holder holds the note. The daily portion is determined by allocating to each day of each accrual period a pro rata portion of an amount equal to the adjusted issue price of the note at the beginning of the accrual period multiplied by the yield to maturity of the note, determined by compounding at the close of each accrual period and adjusted for the length of the accrual period. The adjusted issue price of a note at the start of any accrual period will be the issue price of the note increased by the accrued, unpaid original issue discount included in the U.S. Holder's income for all prior accrual periods. Under this constant accrual method, U.S. Holders generally will have to include in gross income increasingly greater amounts of original issue discount in each accrual period. A U.S. Holder's original tax basis for determining gain or loss on the sale or other taxable disposition of a note will be increased by any accrued, unpaid original issue discount includable in such U.S. Holder's gross income. We intend to take the position that none of the repurchase options or other features of the notes should affect the accrual of original issue discount on the notes for U.S. federal income tax purposes.

The modification of the terms of the notes by us upon a Tax Event as described in "Description of the Notes — Optional Conversion to Semi-Annual Cash Pay Notes Upon Tax Event," could possibly alter the timing of income recognition by the holders with respect to the semiannual payments of interest due after the Option Exercise Date.

We or our paying agent is required to furnish annually to the IRS and each U.S. Holder information regarding the amount of original issue discount attributable to that year.

Acquisition Premium. A U.S. Holder of a note is generally subject to the rules for accruing original issue discount described above. However, if the U.S. Holder's purchase price for the note exceeds the

adjusted issue price but is less than or equal to the sum of all amounts payable on the note after the purchase date, the excess is acquisition premium and is subject to special rules.

Acquisition premium ratably offsets the amount of accrued original issue discount otherwise includible in the U.S. Holder's taxable income. That is, the U.S. Holder may reduce the daily portions of original issue discount by a fraction, the numerator of which is the excess of the U.S. Holder's purchase price for the note over the adjusted issue price, and the denominator of which is the excess of the sum of all amounts payable on the note after the purchase date over the note's adjusted issue price. As an alternative to reducing the amount of original issue discount otherwise includible in income by this fraction, the U.S. Holder may elect to compute original issue discount accruals with respect to the notes by treating the purchase as a purchase at original issue and applying the rules described above under "—Original Issue Discount or Interest on the Notes."

Market Discount. Under the market discount rules of the Code, a U.S. Holder who purchases a note at a market discount generally will be required to treat any gain recognized on the disposition of the note as ordinary income to the extent of the lesser of the gain or the portion of the market discount that accrued during the period that the U.S. Holder held the note. Market discount is generally defined as the amount by which a U.S. Holder's purchase price for a note is less than the revised issue price of the note on the date of purchase, subject to a statutory de minimis exception. A note's revised issue price equals the sum of the issue price of the note and the aggregate amount of the original issue discount includible in the gross income of all holders of the note for periods before the acquisition of the note by the holder, likely reduced, although the Code does not expressly so provide, by any cash payment in respect of the note. A U.S. Holder who acquires a note at a market discount may be required to defer a portion of any interest expense that otherwise may be deductible on any indebtedness incurred or continued to purchase or carry the note until the U.S. Holder disposes of the note in a taxable transaction.

A U.S. Holder who has elected under applicable Code provisions to include market discount in income annually as the discount accrues will not, however, be required to treat any gain recognized as ordinary income or to defer any deductions for interest expense under these rules. A U.S. Holder's tax basis in a note is increased by each accrual of amounts treated as market discount. This election to include market discount in income currently, once made, applies to all market discount obligations acquired on or after the first day of the taxable year to which the election applies and may not be revoked without the consent of the IRS. U.S. Holders should consult their tax advisors as to the portion of any gain that would be taxable as ordinary income under these provisions and any other consequences of the market discount rules that may apply to them in particular.

Election to Treat all Interest on Notes as Original Issue Discount. U.S. Holders may elect to include in gross income all amounts in the nature of interest that accrue on a note, including any stated interest, acquisition discount, original issue discount, market discount, de minimis market discount and unstated interest, as adjusted by acquisition premium, by using the rules described above under "—Original Issue Discount or Interest on the Notes." An election for a note with market discount results in a deemed election to accrue market discount in income currently for the note and for all other notes acquired by the U.S. Holder with market discount on or after the first day of the taxable year to which the election first applies, and may be revoked only with permission of the IRS. A U.S. Holder's tax basis in a note is increased by each accrual of the amounts treated as original issue discount under the election described in this paragraph.

Gain on Taxable Disposition of the Notes and Common Stock. Upon either the sale, exchange, retirement or other taxable disposition of a note, including as a result of a tender of the notes, and except as discussed in "Conversion of Notes" below, or the taxable disposition of common stock (received upon conversion of the notes), a U.S. Holder generally will recognize capital gain or loss equal to the difference between the proceeds received from such disposition and the U.S. Holder's adjusted tax basis in the note or common stock, as applicable. Any such gain will be treated as ordinary income to the extent such gain represents accrued but unrecognized market discount on the notes or common stock (as carried over from the notes, as described below).

A U.S. Holder's adjusted tax basis in a note generally will equal the holder's cost of the note increased by any original issue discount or market discount previously included in income by such holder with respect to such note and decreased by any cash payments. A U.S. Holder's basis in common stock received upon conversion of a note will be the same as the U.S. Holder's basis in the note at the time of conversion, exclusive of any tax basis allocable to any fractional share, and the holding period for the common stock received on conversion will include the holding period of the note converted. Subject to the market discount rules discussed above, gain or loss recognized on the taxable disposition of a note or common stock (received upon conversion of the notes) generally will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder's holding period for the note or common stock, as applicable, is more than one year. Long-term capital gain recognized by an individual U.S. Holder is generally subject to a maximum U.S. federal income tax of 20%, except with respect to qualified gain on capital assets with a holding period which begins after December 31, 2000 that are held for more than five years, for which the maximum rate is 18%.

Conversion of Notes. A U.S. Holder's conversion of a note into common stock generally will not be a taxable event, except with respect to cash received in lieu of a fractional share. To the extent the notes converted into common stock have accrued market discount, the amount of the unrecognized accrued market discount will carry over to such common stock and will be treated as ordinary income upon disposition of such common stock. Subject to the market discount rules discussed above, the receipt of cash in lieu of a fractional share of common stock should generally result in capital gain or loss, measured by the difference between the cash received in lieu of the fractional share interest and the portion of the U.S. Holder's tax basis in the note that is allocable to the fractional share interest.

Dividends; Adjustment to Conversion Price. Dividends, if any, paid on the common stock generally will be includable in the income of a U.S. Holder of common stock as ordinary income to the extent of our current and accumulated earnings and profits as determined for U.S. federal income tax purposes. If at any time we make a distribution of property to shareholders that would be taxable to such shareholders as a dividend for federal income tax purposes and, pursuant to the anti-dilution provisions of the indenture, the conversion rate of the notes is increased, such increase may be deemed to be the payment of a taxable dividend to U.S. Holders of notes. If the conversion rate is increased at our discretion or in certain other circumstances, or upon the distribution of rights under a shareholder rights plan, such increase or implementation also may be deemed to be the payment of a taxable dividend to U.S. Holders of notes. The absence of such an adjustment to the conversion rate also may, in certain circumstances, be treated as a taxable dividend to U.S. Holders.

Non-U.S. Holders

The following discussion is a summary of the principal U.S. federal income tax consequences resulting from the ownership of the notes or our common stock by Non-U.S. Holders. Special rules may apply to you if you are a "controlled foreign corporation", "passive foreign investment company", "foreign personal holding company", a corporation that accumulates earnings to avoid U.S. federal income tax or, in certain circumstances, an individual who is a U.S. expatriate.

Withholding Tax on Payments of Principal and Original Issue Discount on Notes. Except as described below with respect to effectively connected original issue discount, the payment of principal and interest, including any original issue discount included therein, of a note by us or any of our paying agents to any Non-U.S. Holder will not be subject to U.S. federal income tax or withholding tax, provided that in the case of payment of cash in respect of original issue discount (1) the Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our stock within the meaning of the Code and the Treasury Regulations, (2) the Non-U.S. Holder is not a controlled foreign corporation that is related to us through stock ownership within the meaning of the Code, (3) the Non-U.S. Holder is not a bank whose receipt of interest on the notes is described in section 881(c)(3)(A) of the Code; and (4) either (A) the Non-U.S. Holder of the note certifies to the applicable payor or its agent, under penalties of perjury, that it is not a U.S. Holder and provides its name and address on IRS Form W-8BEN or a suitable substitute or successor form, or (B) a securities clearing

organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business and holds the note certifies under penalties of perjury that an IRS Form W-8BEN, or suitable substitute form, has been received from the Non-U.S. Holder by it or by a financial institution between it and the Non-U.S. Holder and furnishes the payor with a copy thereof. Except to the extent otherwise provided under an applicable tax treaty, a Non-U.S. Holder generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder with respect to original issue discount on a note if such original issue discount is effectively connected with a U.S. trade or business conducted by the Non-U.S. Holder. Under certain circumstances, effectively connected original issue discount received by a corporate Non-U.S. Holder also may be subject to an additional "branch profits tax" at a 30% rate, or, if applicable, a lower treaty rate. Such effectively connected original issue discount will not be subject to withholding tax if the holder delivers an IRS Form W-8ECI, to the payor.

Dividends. Dividends, if any, paid on the common stock to a Non-U.S. Holder and any deemed dividends resulting from an adjustment to the conversion rate (see "— Adjustment to Conversion Price" above), generally will be subject to a 30% U.S. federal withholding tax unless such Non-U.S. Holder is eligible for a lower rate under an applicable income tax treaty. A Non-U.S. Holder may claim the benefits of a reduced treaty rate of withholding by providing the applicable payor or its agent a properly executed IRS Form W-8BEN or substitute or successor form. Except as otherwise provided under an applicable tax treaty, a Non-U.S. Holder will be taxed in the same manner as a U.S. Holder on dividends paid, or deemed paid, that: (1) are effectively connected with the conduct of a U.S. trade or business by such Non-U.S. Holder or (2) if a tax treaty applies, are attributable to a U.S. permanent establishment of the Non-U.S. Holder. Such dividends generally are not subject to the 30% withholding rate if the Non-U.S. Holder timely files the appropriate form with the paying agent. If such dividends are received by a Non-U.S. Holder that is a foreign corporation, the Non-U.S. Holder also may be required to pay U.S. branch profits tax on such effectively connected income at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

Gain on Taxable Disposition of the Notes and Common Stock. A Non-U.S. Holder generally will not be required to pay U.S. federal income tax on gain realized on the sale, exchange, redemption or other taxable disposition of a note, including the exchange of a note for common stock, or the sale or exchange of common stock received upon conversion of the notes unless:

(1) in the case of an individual Non-U.S. Holder, such holder is present in the United States for 183 days or more in the year of such sale, exchange or redemption and either (A) has a tax home in the United States and certain other requirements are met, or (B) the gain from the disposition is attributable to an office or other fixed place of business in the United States;

(2) the gain is effectively connected with the conduct of a U.S. trade or business of or, if a tax treaty applies, is attributable to a U.S. permanent establishment of, the Non-U.S. Holder; or

(3) in the case of the disposition of common stock, we are a U.S. real property holding corporation.

An individual Non-U.S. Holder described in (1) above will be subject to a flat 30% U.S. federal income tax on the gain derived from sale, which may be offset by U.S. source capital losses even though the holder is not considered a resident of the United States. An individual Non-U.S. Holder described in (2) above will be subject to U.S. federal income tax on the taxable gain derived from the sale. A Non-U.S. Holder that is a foreign corporation and is described in (2) above will be subject to tax on gain under regular graduated U.S. federal income tax rates and, in addition, may be subject to a "branch profit tax" at a 30% rate or a lower rate if so specified by an applicable income tax treaty.

We do not believe that we currently are a U.S. real property holding corporation, and we think it is unlikely that we will become one, although there can be no assurance that this will be the case. If we were to become a U.S. real property holding corporation, so long as our common stock continued to be "regularly traded on an established securities market" (as defined in the Code), then (1) so long as the notes are not "regularly traded on an established securities market," a Non-U.S. Holder would not be

subject to U.S. federal income tax on the conversion, redemption or other disposition of a note if on the day the Non-U.S. Holder acquired the note, the notes acquired (directly, indirectly or by application of prescribed attribution rules) had a fair market value not greater than the fair market of 5% of our outstanding common stock, (2) so long as the notes are "regularly traded on an established securities market," a Non-U.S. Holder would not be subject to U.S. federal income tax on the conversion, redemption or other disposition of a note if the Non-U.S. Holder never holds or held (directly, indirectly or by application of prescribed attribution rules) at any time during the shorter of the five-year period preceding the disposition and such Non-U.S. Holder's holding period more than five percent of the total fair market value of the notes, and (3) a Non-U.S. Holder would not be subject to U.S. federal income tax on the sale or other disposition of a share of common stock if the Non-U.S. Holder never holds or held (directly, indirectly or by application of prescribed attribution rules) at any time during the shorter of the five year period preceding the date of disposition or such Non-U.S. Holder's holding period more than five percent of our total outstanding common stock.

Backup Withholding and Information Reporting

U.S. Holders. Information reporting will apply to original issue discount and any payments of interest or dividends on or the proceeds of the sale or other disposition of the notes or shares of common stock with respect to certain noncorporate U.S. Holders, and backup withholding (currently at a rate of 30%, subject to reduction to 28% by 2006) may apply to such payments unless the recipient of such payment supplies a taxpayer identification number, certified under penalties of perjury, as well as certain other information, or otherwise establishes an exemption from backup withholding. Any amount withheld under the backup withholding rules is allowable as a credit against the U.S. Holder's federal income tax, provided that the required information is provided to the IRS on a timely basis.

Non-U.S. Holders. We must report annually to the IRS and to each Non-U.S. Holder the amount of any dividends paid to, and the tax withheld with respect to, such Non-U.S. Holder, regardless of whether any tax was actually withheld. Copies of these information returns also may be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides. A Non-U.S. Holder will not be subject to backup withholding on dividends which such Non-U.S. Holder receives on its shares of common stock if proper certification (usually on IRS Form W-8BEN) of foreign status is provided or the Non-U.S. Holder is a corporation or one of several types of entities and organizations that qualify for an exemption.

Under current Treasury Regulations, backup withholding and information reporting will not apply to payments of principal, including cash payments in respect of original issue discount, on the notes by us or our agent to a Non-U.S. Holder if the Non-U.S. Holder certifies as to its Non-U.S. Holder status under penalties of perjury on an appropriate IRS Form W-8 or otherwise establishes an exemption, provided that neither we nor our agents have actual knowledge that the holder is a U.S. person or that the conditions of any other exemptions are not in fact satisfied. The payment of the proceeds on the disposition of notes or shares of common stock by the U.S. office of a U.S. or foreign broker will be subject to information reporting and backup withholding unless the owner provides the certification described above or otherwise establishes an exemption. Except as described below, the proceeds of the disposition by a Non-U.S. Holder of notes or shares of common stock to or through a foreign office of a broker will not be subject to backup withholding or information reporting. If such broker is a U.S. person, a controlled foreign corporation for U.S. tax purposes, a foreign person 50% or more of whose gross income from all sources for certain periods is from activities that are effectively connected with a U.S. trade or business, or a foreign partnership with certain connections to the United States, information reporting requirements will apply unless such broker has certain documentary evidence in its files of the holder's Non-U.S. status (and has no actual knowledge to the contrary) or the holder otherwise establishes an exemption.

Selling Securityholders

The notes were originally issued by us and sold to Credit Suisse First Boston Corporation, J.P. Morgan Securities Inc. and Lehman Brothers Inc. (the "Initial Purchasers") and resold by the Initial Purchasers in transactions exempt from the registration requirements of the Securities Act to persons reasonably believed to be "qualified institutional buyers" as defined in Rule 144A under the Securities Act or in offshore transactions pursuant to Regulation S under the Securities Act. The selling securityholders, including their transferees, pledgees, donees, assignees or successors, may from time to time offer and sell pursuant to this prospectus any or all of the notes listed below and the shares of common stock issued upon conversion of such notes.

The table below sets forth the name of each selling securityholder and the principal amount at maturity of notes that each selling securityholder may offer and sell pursuant to this prospectus and the number of shares of common stock into which those notes are convertible as of the date of this prospectus. Unless set forth below, to the best of our knowledge, none of the selling securityholders has, or within the past three years has had, any material relationship with us or any of our predecessors or affiliates or beneficially owns in excess of 1% of our outstanding common stock.

We have prepared the table below based on information provided to us by each of the selling securityholders on or prior to March 27, 2002. The percentages are based on $640,000,000 principal amount at maturity of notes outstanding. The number of shares of common stock that may be sold is calculated based on the current conversion ratio or 7.5204 shares of our common stock for each $1,000 principal amount at maturity of notes. The conversion ratio, and therefore the number of shares of our common stock issuable upon conversion of the notes, is subject to adjustment. Accordingly, the number of shares of common stock issuable upon conversion of the notes may increase or decrease.

Name of Selling Security Holder	Aggregate principal amount at maturity of notes that may be sold by this prospectus	Percentage of outstanding notes	Number of shares of common stock that may be sold pursuant to this prospectus(1)	Percentage of shares of common stock outstanding(2)
ALPHA U.S. Sub Fund VIII, LLC	$ 200,000	*	1,504	*
Associated Electric & Gas Insurance Services Limited	1,000,000	*	7,520	*
Bank Austria Cayman Islands, Ltd.	2,500,000	*	18,801	*
Black Diamond Capital I, Ltd.	335,000	*	2,519	*
Black Diamond Convertible Offshore LDC	1,500,000	*	11,281	*
Black Diamond Offshore Ltd.	1,195,000	*	8,987	*
CALAMOS(R) Convertible Fund — CALAMOS(R) Investment Trust	14,600,000	2.3	109,798	*
CALAMOS(R) Convertible Growth and Income Fund — CALAMOS(R) Investment Trust	13,000,000	2.0	97,765	*
CALAMOS(R) Convertible Portfolio — CALAMOS(R) Advisors Trust	400,000	*	3,008	*
CALAMOS(R) Market Neutral Fund — CALAMOS(R) Investment Trust	25,650,000	4.0	192,898	*
Consulting Group Capital Markets Funds	1,270,000	*	9,551	*
Credit Suisse First Boston Corporation	6,750,000	1.1	50,763	*
Deephaven Domestic Convertible Trading LTD	4,550,000	*	34,218	*
Deutsche Banc Alex. Brown Inc.	51,700,000	8.1	388,805	*
Double Black Diamond Offshore LDC	6,973,000	1.1	52,440	*
First Union International Capital Markets Inc.	23,000,000	3.6	172,969	*
First Union National Bank	25,000,000	3.9	188,010	*
First Union Securities Inc.	25,500,000	4.0	191,770,200	*

Name of Selling Security Holder	Aggregate principal amount at maturity of notes that may be sold by this prospectus	Percentage of outstanding notes	Number of shares of common stock that may be sold pursuant to this prospectus(1)	Percentage of shares of common stock outstanding(2)
HFR Master Fund, LTD	140,000	*	1,053	*
Highbridge International LLC	100,500,000	15.7	755,800	1.2
Morgan Stanley Capital Services, Inc.	3,500,000	*	26,321	*
Oakwood Healthcare Inc. Endowment	32,000	*	241	*
Oakwood Healthcare Inc. Funded Depreciation	400,000	*	3,008	*
Oakwood Healthcare Inc. — OHP	58,000	*	436	*
Oakwood Healthcare Inc. (Pension)	750,000	*	5,640	*
RCG Halifax Master Fund, LTD	1,500,000	*	11,281	*
RCG Latitude Master Fund, LTD	3,000,000	*	22,561	*
RCG Multi Strategy A/C LP	3,000,000	*	22,561	*
SAM Investments LDC	50,000,000	7.8	376,020	*
Worldwide Transactions Ltd.	297,000	*	2,234	*
All other holders of notes or future transferees, pledgees, donees, assignees or successors of any such holders(3)(4)	$271,700,000	42.5%	2,043,292	3.1%
Total	$640,000,000	100.0%	4,813,056(5)	7.0%

* Less than one percent.

(1) Assumes conversion of all of the holder's notes at a conversion rate of 7.5204 shares of common stock per $1,000 principal amount at maturity of the notes. The conversion rate is subject to adjustment, however, as described under "Description of the Notes—Conversion Rights." As a result, the number of shares of common stock issuable upon conversion of the notes may increase or decrease in the future.

(2) Calculated based on Rule 13d-3(d)(1)(i) of the Exchange Act, using 64,428,487 shares of common stock outstanding as of March 1, 2002. In calculating this amount for each holder, we treated as outstanding the number of shares of common stock issuable upon conversion of all that holder's notes, but we did not assume conversion of any other holder's notes.

(3) Information about other selling shareholders will be set forth in prospectus supplements, if required.

(4) Assumes that any other holders of the notes or any future pledgees, donees, assignees, transferees or successors of or from such other holders of the notes do not beneficially own any shares of common stock other than the common stock issuable upon conversion of the notes at the initial conversion rate described in footnote 1 above.

(5) Represents the number of shares of common stock into which $640,000,000 principal amount at maturity of notes would be convertible at the initial conversion rate described in footnote 1 above.

Plan of Distribution

The selling securityholders will be offering and selling the notes and the common stock offered and sold under this prospectus. We will not receive any of the proceeds from the offering of the notes or the shares of common stock by the selling securityholders. In connection with the initial offering of the notes, we entered into a Registration Rights Agreement dated February 14, 2002 with the Initial Purchasers. Pursuant to the Registration Rights Agreement, we have agreed, among other things, to bear all expenses, other than underwriting discounts and selling commissions and certain other expenses, in connection with the registration and sale of the notes and the shares of common stock covered by this prospectus.

We are registering the notes and the shares of common stock covered by this prospectus to permit holders to conduct public secondary trading of these securities from time to time after the date of this prospectus. We have been advised by the selling securityholders that they may sell all or a portion of the notes and shares of common stock beneficially owned by them and offered hereby from time to time:

- directly; or
- through underwriters, broker-dealers or agents, who may receive compensation in the form of underwriting discounts or commissions or agent's commissions from the selling securityholders or from the purchasers of the notes and common stock for whom they act as agent.

The notes and the common stock may be sold from time to time in one or more transactions at:

- fixed prices;
- prevailing market prices at the time of sale;
- varying prices determined at the time of sale; or
- negotiated prices.

These prices will be determined by the holders of the securities by agreement between these holders and underwriters or dealers who may receive fees or commissions in connection with the sale. The aggregate proceeds to the selling securityholders from the sale of the notes or shares of common stock offered by them hereby will be the purchase price of the notes or shares of common stock less discounts and commissions, if any.

The sales described in the preceding paragraph may be effected in transactions:

- on any national securities exchange or quotation service on which the notes and common stock may be listed or quoted at the time of sale, including the New York Stock Exchange in the case of the common stock;
- in the over-the-counter market;
- in transactions otherwise than on such exchanges or services or in the over-the-counter market; or
- through the writing of options.

These transactions may include block transactions or crosses. Crosses are transactions in which the same broker acts as an agent on both sides of the trade.

In connection with the sale of the notes and the shares of common stock or otherwise, the selling securityholders may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the notes and the shares of common stock, short and deliver the notes and the shares of common stock to close out such short positions, or loan or pledge the notes and the shares of common stock to broker-dealers that in turn may sell the notes and the shares of common stock. Any hedging transactions will be conducted in compliance with the Securities Act.

To our knowledge, there are currently no plans, arrangements or understandings between any selling securityholders and any underwriter, broker-dealer or agent regarding the sale of the notes and the shares

of common stock by the selling securityholders. Selling securityholders may not sell any, or may not sell all, of the notes and the shares of common stock offered by them pursuant to this prospectus. In addition, we cannot assure you that a selling securityholder will not transfer, devise or gift the notes and the shares of common stock by other means not described in this prospectus. In addition, any securities covered by this prospectus which qualify for sale pursuant to Rule 144 or Rule 144A of the Securities Act may be sold under Rule 144 or Rule 144A rather than pursuant to this prospectus.

The outstanding shares of our common stock are listed for trading on the New York Stock Exchange under the symbol "LEA."

The notes were issued and sold in February 2002 by us to the Initial Purchasers in a transaction exempt from the registration requirements of the Securities Act and resold by the Initial Purchasers in transactions exempt from the registration requirements of the Securities Act pursuant to Rule 144A under the Securities Act or in offshore transactions pursuant to Regulation S under the Securities Act. Pursuant to the Registration Rights Agreement, we have agreed to indemnify the Initial Purchasers, each selling securityholder and certain underwriters, and each selling securityholder has agreed to indemnify us, the Initial Purchasers, certain underwriters and the other selling securityholders, against specified liabilities arising under the Securities Act.

The selling securityholders and any other person participating in a distribution will be subject to the Securities Exchange Act of 1934 (the "Exchange Act"). The Exchange Act rules include, without limitation, Regulation M, which may limit the timing of purchases and sales of any of the notes and the underlying shares of common stock by the selling securityholders and any such other person. In addition, Regulation M of the Exchange Act may restrict the ability of any person engaged in the distribution of the notes and the underlying shares to engage in market-making activities with respect to the particular notes and the underlying shares of common stock being distributed for a period of up to five business days prior to the commencement of distribution. This may affect the marketability of the notes and the underlying shares of common stock and the ability of any person or entity to engage in market-making activities with respect to the notes and the underlying shares of common stock.

Under the Registration Rights Agreement, we are obligated to use our best efforts to keep the registration statement of which this prospectus is a part effective until the earlier of:

- two years from the date of this prospectus;
- the date when all of the notes and the shares of common stock issuable upon conversion of the notes covered by the registration statement which this prospectus forms a part, have been sold pursuant to the registration statement;
- the date when all of the notes and the shares of common stock issuable upon conversion of the notes covered by the registration statement which this prospectus forms a part (i) have been distributed to the public pursuant to Rule 144 of the Securities Act or any successor provision or can be sold immediately without restriction or (ii) can be sold by holders who are not affiliates of Lear without registration under the Securities Act pursuant to Rule 144(k); and
- the date when all of the notes and the shares of common stock issuable upon conversion of the notes covered by the registration statement which this prospectus forms a part cease to be outstanding.

We may suspend the effectiveness of the effectiveness of the shelf registration statement and the use of this prospectus (not to exceed 90-days in the aggregate in any 12 month period) in specified circumstances, including circumstances relating to pending corporate developments. We will provide notice to holders of the notes of the existence of such suspension. Each selling securityholder has agreed not to trade any notes or common stock issuable upon conversion of the notes which have not been disposed of pursuant to the shelf registration statement or sold pursuant to Rule 144 of the Securities Act or which cannot be sold pursuant to Rule 144(k) of the Securities Act from the time such selling securityholder receives notice from us of a suspension of the effectiveness of the shelf registration statement until the selling securityholder receives copies of a prospectus supplement or amendment or receives written notice from us that this prospectus may be used.

LEGAL MATTERS

The validity of the notes offered hereby and the shares of common stock issuable upon the conversion of the notes have been passed upon for Lear by Winston & Strawn.

INDEPENDENT AUDITORS

The financial statements of Lear as of December 31, 2001 and 2000 and for each of the three years ended December 31, 2001 incorporated by reference in this prospectus have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their report with respect thereto, and are included herein in reliance upon authority of said firm as experts in giving said reports.

PART II

Information Not Required in Prospectus

Item 14. ***Other Expenses of Issuance and Distribution.***

Lear is paying specified fees and expenses of the selling securityholders related to this offering, except the selling securityholders will pay any applicable underwriting and broker's commissions and expenses. The following table sets forth the approximate amount of fees and expenses payable by Lear in connection with this registration statement and the distribution of the notes and shares of common stock registered hereby. All of the amounts shown are estimates except the SEC registration fee.

SEC Registration Fees	$ 24,803
Trustees' and Transfer Agents' Fees	10,000
Costs of Printing and Engraving	80,000
Legal Fees	100,000
Miscellaneous	5,197
Total	$220,000

Item 15. ***Indemnification of Directors and Officers.***

Section 145 of the Delaware General Corporation Law permits a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action. In an action brought to obtain a judgment in the corporation's favor, whether by the corporation itself or derivatively by a stockholder, the corporation may only indemnify for expenses, including attorney's fees, actually and reasonably incurred in connection with the defense or settlement of such action, and the corporation may not indemnify for amounts paid in satisfaction of a judgment or in settlement of the claim. In any such action, no such person adjudged liable to the corporation shall be entitled to indemnification unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application, that in view of the circumstances of the case, such person is entitled to indemnity. In any type of proceeding, the indemnification may extend to judgments, fines and amounts paid in settlement, actually and reasonably incurred in connection with such other proceeding, as well as to expenses.

The statute does not permit indemnification unless the person seeking indemnification has acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation and, in the case of criminal actions or proceedings, the person had no reasonable cause to believe his conduct was unlawful. The statute contains additional limitations applicable to criminal actions and to actions brought by or in the name of the corporation. The determination as to whether a person seeking indemnification has met the required standard of conduct is to be made (1) by a majority vote of a quorum of disinterested members of the board of directors, (2) by independent legal counsel in a written opinion, if such a quorum does not exist or if the disinterested directors so direct, or (3) by the stockholders.

Lear's Restated Certificate of Incorporation and Bylaws require Lear to indemnify its directors to the fullest extent permitted under Delaware law. Pursuant to employment agreements entered into by Lear with certain of its executive officers and other key employees, Lear must indemnify such officers and employees in the same manner and to the same extent that, Lear is required to indemnify its directors under the Lear's Bylaws. Lear's Restated Certificate of Incorporation limits the personal liability of a director to the corporation or its stockholders to damages for breach of the director's fiduciary duty.

Lear has purchased insurance on behalf of its directors and officers against certain liabilities that may be asserted against, or incurred by, such persons in their capacities as directors or officers of Lear or its

subsidiaries, or that may arise out of their status as directors or officers of Lear or its subsidiaries, including liabilities under the federal and state securities laws.

Item 16. ***Exhibits.***

The following is a list of all the exhibits filed as part of the Registration Statement.

Exhibit Number	Exhibit
3.1	Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 30, 1996).
3.2	Amended and Restated By-laws of the Company (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K dated August 16, 2001).
3.3	Certificate of Incorporation of Lear Operations Corporation (incorporated by reference to Exhibit 3.3 to the Company's Registration Statement of Form S-4 filed on June 22, 1999).
3.4	By-laws of Lear Operations Corporation (incorporated by reference to Exhibit 3.4 to the Company's Registration Statement of Form S-4 filed on June 22, 1999).
3.5	Certificate of Incorporation of Lear Corporation Automotive Holdings (incorporated by reference to Exhibit 3.5 to the Company's Registration Statement of Form S-4 filed on June 22, 1999).
3.6	By-laws of Lear Corporation Automotive Holdings Corporation (incorporated by reference to Exhibit 3.6 to the Company's Registration Statement of Form S-4 filed on June 22, 1999).
3.7	Certificate of Incorporation of Lear Corporation EEDS and Interiors (incorporated by reference to Exhibit 3.7 to Amendment No. 1 to the Company's Registration Statement of Form S-4 filed on June 6, 2001).
3.8	By-laws of Lear Corporation EEDS and Interiors (incorporated by reference to Exhibit 3.8 to Amendment No. 1 to the Company's Registration Statement of Form S-4 filed on June 6, 2001).
3.9	Certificate of Incorporation of Lear Seating Holdings Corp. #50 (incorporated by reference to Exhibit 3.9 to Amendment No. 1 to the Company's Registration Statement of Form S-4 filed on June 6, 2001).
3.10	By-laws of Lear Seating Holdings Corp. #50 (incorporated by reference to Exhibit 3.10 to Amendment No. 1 to the Company's Registration Statement of Form S-4 filed on June 6, 2001).
*3.11	Certificate of Formation of Lear Technologies, LLC.
*3.12	Limited Liability Company Agreement of Lear Technologies, LLC.
*3.13	Certificate of Limited Partnership of Lear Midwest Automotive, Limited Partnership.
*3.14	Agreement of Limited Partnership of Lear Midwest Automotive, Limited Partnership.
*3.15	Articles of Incorporation of Lear Corporation Automotive Systems.
*3.16	Code of Regulations of Lear Corporation Automotive Systems.
**3.17	Deed of Transformation of Lear Automotive (EEDS) Spain S.L.
**3.18	Bylaws of Lear Automotive (EEDS) Spain S.L.
*3.19	Articles of Incorporation of Lear Corporation Mexico, S.A. de C.V. (Unofficial English Translation)
*3.20	By-laws of Lear Corporation Mexico, S.A. de C.V. (Unofficial English Translation)
4.1	Indenture, dated as of May 15, 1999, by and among Lear Corporation, as Issuer, the Guarantors party thereto from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q for the quarter ended April 3, 1999).

Exhibit Number	Exhibit
4.2	Supplemental Indenture No. 1 to Indenture, dated as of May 15, 1999, by and among Lear Corporation, as Issuer, the Guarantors party thereto, from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 1, 2000).
4.3	Supplemental Indenture No. 2 to Indenture, dated as of May 15, 1999, by and among Lear Corporation, as Issuer, the Guarantors party thereto, from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.3 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
4.4	Supplemental Indenture No. 3 to Indenture, dated as of May 15, 1999, by and among Lear Corporation, as Issuer, the Guarantors party thereto, from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.4 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
4.5	Indenture, dated as of March 20, 2001 by and among Lear Corporation, as Issuer, the Guarantors party thereto from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.5 to the Company's Registration Statement on Form S-4 filed on April 23, 2001).
4.6	Supplemental Indenture No. 1 to Indenture, dated as of March 20, 2001 by and among Lear Corporation, as Issuer, the Guarantors party thereto, from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.6 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
4.7	Supplemental Indenture No. 2 to Indenture, dated as of March 20, 2001, by and among Lear Corporation, as Issuer, the Guarantors party thereto, from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.7 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
4.8	Indenture, dated as of February 20, 2002 by and among Lear Corporation, as Issuer, the Guarantors party thereto from time to time and the Bank of New York as Trustee relating to Lear's Zero-Coupon Convertible Senior Notes due February 20, 2022, including the form of note attached thereto (incorporated by reference to Exhibit 4.8 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
**5.1	Opinion of Winston & Strawn.
10.1	Purchase Agreement, dated as of February 14, 2002, by and among Lear Corporation, Lear Operations Corporation, Lear Corporation Automotive Holdings, Lear Corporation EEDS and Interiors, Lear Seating Holdings Corp. #50, Lear Corporation Automotive Systems, Lear Technologies, LLC, Lear Midwest Automotive, Limited Partnership, Lear Automotive (EEDS) Spain S.L., Lear Corporation Mexico, S.A. de C.V. and Credit Suisse First Boston Corporation, J.P. Morgan Securities Inc. and Lehman Brothers Inc. (incorporated by reference to Exhibit 10.28 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
10.2	Registration Rights Agreement, dated as of February 14, 2002, by and among Lear Corporation, Lear Operations Corporation, Lear Corporation Automotive Holdings, Lear Corporation EEDS and Interiors, Lear Seating Holdings Corp. #50, Lear Corporation Automotive Systems, Lear Technologies, LLC, Lear Midwest Automotive, Limited Partnership, Lear Automotive (EEDS) Spain S.L., Lear Corporation Mexico, S.A. de C.V. and Credit Suisse First Boston Corporation, J.P. Morgan Securities Inc. and Lehman Brothers Inc. (incorporated by reference to Exhibit 10.29 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
*12.1	Statement re: computation of ratios
*23.1	Consent of Arthur Andersen LLP.
**23.2	Consent of Winston & Strawn (included in Exhibit 5.1).

Exhibit Number	Exhibit
*23.4	Powers of Attorney (included on the signature pages thereof).
*25.1	Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 on Form T-1 of The Bank of New York as Trustee under the Indenture.
*99.1	Letter to Commission regarding Arthur Andersen LLP.

* Filed herewith.
** To be filed by amendment.

Item 17. ***Undertakings***

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Southfield, State of Michigan, on the 28th day of March, 2002.

Lear Corporation

/s/ DAVID C. WAJSGRAS

By: _____

David C. Wajsgras
Senior Vice President and Chief Financial Officer

POWER OF ATTORNEY

Each of the undersigned hereby appoints David C. Wajsgras and Joseph F. McCarthy and each of them (with full power to act alone), as attorney and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act this registration statement and any and all amendments and post-effective amendments to this registration statement, and including any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, with all exhibits thereto and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite or desirable.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and as of the dates indicated.

Signature	Title	Date
/s/ KENNETH L. WAY Kenneth L. Way	Chairman of the Board	March 28, 2002
/s/ ROBERT E. ROSSITER Robert E. Rossiter	President and Chief Executive Officer and Director (principal executive officer)	March 28, 2002
/s/ JAMES H. VANDENBERGHE James H. Vandenberghe	Vice Chairman and Director	March 28, 2002
/s/ DAVID C. WAJSGRAS David C. Wajsgras	Senior Vice President and Chief Financial Officer (principal financial and accounting officer)	March 28, 2002
/s/ LARRY W. MCCURDY Larry W. McCurdy	Director	March 28, 2002
/s/ IRMA B. ELDER Irma B. Elder	Director	March 28, 2002
/s/ ROY E. PARROTT Roy E. Parrott	Director	March 28, 2002

Signature	Title	Date
/s/ ROBERT W. SHOWER Robert W. Shower	Director	March 28, 2002
/s/ DAVID P. SPALDING David P. Spalding	Director	March 28, 2002
/s/ JAMES A. STERN James A. Stern	Director	March 28, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Lear Operations Corporation certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Southfield, State of Michigan, on the 28th day of March, 2002.

Lear Operations Corporation

/s/ JOSEPH F. MCCARTHY
By: _____
Joseph F. McCarthy
Vice President, Secretary and General Counsel

POWER OF ATTORNEY

Each of the undersigned hereby appoints David C. Wajsgras and Joseph F. McCarthy and each of them (with full power to act alone), as attorney and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act this registration statement and any and all amendments and post-effective amendments to this registration statement, and including any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, with all exhibits thereto and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite or desirable.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and as of the dates indicated.

Signature	Title	Date
/s/ KENNETH L. WAY Kenneth L. Way	Chairman of the Board and Chief Executive Officer (principal executive officer)	March 28, 2002
/s/ JAMES H. VANDENBERGHE James H. Vandenberghe	Executive Vice President, Chief Financial Officer and Director (principal financial and accounting officer)	March 28, 2002
/s/ JOSEPH F. MCCARTHY Joseph F. McCarthy	Director	March 28, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Lear Corporation Automotive Holdings certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Southfield, State of Michigan, on the 28th day of March, 2002.

Lear Corporation Automotive Holdings

/s/ JOSEPH F. MCCARTHY
By: _____
Joseph F. McCarthy
Vice President and Secretary

POWER OF ATTORNEY

Each of the undersigned hereby appoints David C. Wajsgras and Joseph F. McCarthy and each of them (with full power to act alone), as attorney and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act this registration statement and any and all amendments and post-effective amendments to this registration statement, and including any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, with all exhibits thereto and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite or desirable.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and as of the dates indicated.

Signature	Title	Date
/s/ JAMES H. VANDENBERGHE James H. Vandenberghe	President and Director (principal executive officer)	March 28, 2002
/s/ DONALD J. STEBBINS Donald J. Stebbins	Vice President, Chief Financial Officer, and Director (principal financial and accounting officer)	March 28, 2002
/s/ JOSEPH F. MCCARTHY Joseph F. McCarthy	Director	March 28, 2002
/s/ DOUGLAS G. DELGROSSO Douglas G. DelGrosso	Director	March 28, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Lear Corporation EEDS and Interiors certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Southfield, State of Michigan, on the 28th day of March, 2002.

Lear Corporation EEDS and Interiors

/s/ JOSEPH F. MCCARTHY
By: _____
Joseph F. McCarthy
Vice President and Secretary

POWER OF ATTORNEY

Each of the undersigned hereby appoints David C. Wajsgras and Joseph F. McCarthy and each of them (with full power to act alone), as attorney and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act this registration statement and any and all amendments and post-effective amendments to this registration statement, and including any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, with all exhibits thereto and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite or desirable.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and as of the dates indicated.

Signature	Title	Date
/s/ JAMES H. VANDENBERGHE James H. Vandenberghe	President and Director (principal executive officer)	March 28, 2002
/s/ DONALD J. STEBBINS Donald J. Stebbins	Vice President, Chief Financial Officer, and Director (principal financial and accounting officer)	March 28, 2002
/s/ JOSEPH F. MCCARTHY Joseph F. McCarthy	Director	March 28, 2002
/s/ DOUGLAS G. DELGROSSO Douglas G. DelGrosso	Director	March 28, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Lear Seating Holdings Corp. #50 certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Southfield, State of Michigan, on the 28th day of March, 2002.

Lear Seating Holdings Corp. #50

/s/ JOSEPH F. MCCARTHY

By: _____
Joseph F. McCarthy
Vice President

POWER OF ATTORNEY

Each of the undersigned hereby appoints David C. Wajsgras and Joseph F. McCarthy and each of them (with full power to act alone), as attorney and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act this registration statement and any and all amendments and post-effective amendments to this registration statement, and including any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, with all exhibits thereto and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite or desirable.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and as of the dates indicated.

Signature	Title	Date
/s/ DARRYL WENNECHUK Darryl Wennechuk	President and Director (principal executive officer)	March 28, 2002
/s/ DONALD J. STEBBINS Donald J. Stebbins	Vice President and Director (principal financial and accounting officer)	March 28, 2002
/s/ JOSEPH F. MCCARTHY Joseph F. McCarthy	Director	March 28, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Lear Technologies, LLC certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Southfield, State of Michigan, on the 28th day of March, 2002.

Lear Technologies, LLC
By: Lear Corporation
Its: Sole Member

/s/ DAVID C. WAJSGRAS
By: _____
David C. Wajsgras
Senior Vice President and Chief Financial Officer

POWER OF ATTORNEY

Each of the undersigned hereby appoints David C. Wajsgras and Joseph F. McCarthy and each of them (with full power to act alone), as attorney and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act this registration statement and any and all amendments and post-effective amendments to this registration statement, and including any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, with all exhibits thereto and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite or desirable.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and as of the dates indicated.

Signature	Title	Date
/s/ KENNETH L. WAY Kenneth L. Way	Chairman of the Board and Directors of Lear Corporation	March 28, 2002
/s/ ROBERT E. ROSSITER Robert E. Rossiter	President and Chief Executive Officer and Director of Lear Corporation (principal executive officer)	March 28, 2002
/s/ JAMES H. VANDENBERGHE James H. Vandenberghe	Vice Chairman and Director of Lear Corporation	March 28, 2002
/s/ DAVID C. WAJSGRAS David C. Wajsgras	Senior Vice President and Chief Financial Officer of Lear Corporation (principal financial and accounting officer)	March 28, 2002
/s/ LARRY W. MCCURDY Larry W. McCurdy	Director of Lear Corporation	March 28, 2002

Signature	Title	Date
/s/ IRMA B. ELDER	Director of Lear Corporation	March 28, 2002
Irma B. Elder		
/s/ ROY E. PARROTT	Director of Lear Corporation	March 28, 2002
Roy E. Parrott		
/s/ ROBERT W. SHOWER	Director of Lear Corporation	March 28, 2002
Robert W. Shower		
/s/ DAVID P. SPALDING	Director of Lear Corporation	March 28, 2002
David P. Spalding		
/s/ JAMES A. STERN	Director of Lear Corporation	March 28, 2002
James A. Stern		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Lear Midwest Automotive, Limited Partnership certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Southfield, State of Michigan, on the 28th day of March, 2002.

Lear Midwest Automotive, Limited Partnership
By: Lear Corporation Mendon
Its: General Partner

/s/ JOSEPH F. MCCARTHY
By: _____
Joseph F. McCarthy
Vice President and Secretary

POWER OF ATTORNEY

Each of the undersigned hereby appoints David C. Wajsgras and Joseph F. McCarthy and each of them (with full power to act alone), as attorney and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act this registration statement and any and all amendments and post-effective amendments to this registration statement, and including any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, with all exhibits thereto and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite or desirable.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and as of the dates indicated.

Signature	Title	Date
/s/ JAMES H. VANDENBERGHE James H. Vandenberghe	President and Director of Lear Corporation Mendon (principal executive officer)	March 28, 2002
/s/ DONALD J. STEBBINS Donald J. Stebbins	Vice President and Director of Lear Corporation Mendon (principal financial and accounting officer)	March 28, 2002
/s/ JOSEPH F. MCCARTHY Joseph F. McCarthy	Vice President and Secretary and Director of Lear Corporation Mendon	March 28, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Lear Corporation Automotive Systems certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Southfield, State of Michigan, on the 28th day of March, 2002.

Lear Corporation Automotive Systems

/s/ JOSEPH F. MCCARTHY
By: _____
Joseph F. McCarthy
Vice President and Secretary

POWER OF ATTORNEY

Each of the undersigned hereby appoints David C. Wajsgras and Joseph F. McCarthy and each of them (with full power to act alone), as attorney and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act this registration statement and any and all amendments and post-effective amendments to this registration statement, and including any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, with all exhibits thereto and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite or desirable.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and as of the dates indicated.

Signature	Title	Date
/s/ JAMES H. VANDENBERGHE James H. Vandenberghe	President and Director (principal executive officer)	March 28, 2002
/s/ DONALD J. STEBBINS Donald J. Stebbins	Vice President, Chief Financial Officer and Director (principal financial and accounting officer)	March 28, 2002
/s/ JOSEPH F. MCCARTHY Joseph F. McCarthy	Director	March 28, 2002
/s/ DOUGLAS G. DELGROSSO Douglas G. DelGrosso	Director	March 28, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Lear Automotive (EEDS) Spain S.L. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Southfield, State of Michigan, on the 28th day of March, 2002.

Lear Automotive (EEDS) Spain S.L.

/s/ PAUL JEFFERSON

By: _____

Paul Jefferson

President

POWER OF ATTORNEY

Each of the undersigned hereby appoints David C. Wajsgras and Joseph F. McCarthy and each of them (with full power to act alone), as attorney and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act this registration statement and any and all amendments and post-effective amendments to this registration statement, and including any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, with all exhibits thereto and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite or desirable.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and as of the dates indicated.

Signature	Title	Date
/s/ PAUL JEFFERSON Paul Jefferson	President and Director (principal executive officer)	March 28, 2002
/s/ MIGUEL HERRERA-LASSO Miguel Herrera-Lasso	Managing Director and Director (principal financial and accounting officer)	March 28, 2002
/s/ JOSEPH F. MCCARTHY Joseph F. McCarthy	Authorized United States Representative	March 28, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Lear Corporation Mexico, S.A. de C.V. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Southfield, State of Michigan, on the 26th day of March, 2002.

Lear Corporation Mexico, S.A. de C.V.

/s/ OSVALDO DE FALCO

By: _____
Osvaldo de Falco
President

POWER OF ATTORNEY

Each of the undersigned hereby appoints David C. Wajsgras and Joseph F. McCarthy and each of them (with full power to act alone), as attorney and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act this registration statement and any and all amendments and post-effective amendments to this registration statement, and including any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, with all exhibits thereto and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite or desirable.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and as of the dates indicated.

Signature	Title	Date
/s/ OSVALDO DE FALCO Osvaldo de Falco	President (principal executive officer and principal financial and accounting officer)	March 26, 2002
/s/ DONALD J. STEBBINS Donald J. Stebbins	Director	March 28, 2002
/s/ JOSEPH F. MCCARTHY Joseph F. McCarthy	Director	March 28, 2002
/s/ CAMERON C. HITCHCOCK Cameron C. Hitchcock	Director	March 28, 2002
/s/ JANIS N. ACOSTA Janis N. Acosta	Director	March 28, 2002
/s/ JOSEPH F. MCCARTHY Joseph F. McCarthy	Authorized United States Representative	March 28, 2002

EXHIBIT INDEX

Exhibit Number	Exhibit
3.1	Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 30, 1996).
3.2	Amended and Restated By-laws of the Company (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K dated August 16, 2001).
3.3	Certificate of Incorporation of Lear Operations Corporation (incorporated by reference to Exhibit 3.3 to the Company's Registration Statement of Form S-4 filed on June 22, 1999).
3.4	By-laws of Lear Operations Corporation (incorporated by reference to Exhibit 3.4 to the Company's Registration Statement of Form S-4 filed on June 22, 1999).
3.5	Certificate of Incorporation of Lear Corporation Automotive Holdings (incorporated by reference to Exhibit 3.5 to the Company's Registration Statement of Form S-4 filed on June 22, 1999).
3.6	By-laws of Lear Corporation Automotive Holdings Corporation (incorporated by reference to Exhibit 3.6 to the Company's Registration Statement of Form S-4 filed on June 22, 1999).
3.7	Certificate of Incorporation of Lear Corporation EEDS and Interiors (incorporated by reference to Exhibit 3.7 to Amendment No. 1 to the Company's Registration Statement of Form S-4 filed on June 6, 2001).
3.8	By-laws of Lear Corporation EEDS and Interiors (incorporated by reference to Exhibit 3.8 to Amendment No. 1 to the Company's Registration Statement of Form S-4 filed on June 6, 2001).
3.9	Certificate of Incorporation of Lear Seating Holdings Corp. #50 (incorporated by reference to Exhibit 3.9 to Amendment No. 1 to the Company's Registration Statement of Form S-4 filed on June 6, 2001).
3.10	By-laws of Lear Seating Holdings Corp. #50 (incorporated by reference to Exhibit 3.10 to Amendment No. 1 to the Company's Registration Statement of Form S-4 filed on June 6, 2001).
*3.11	Certificate of Formation of Lear Technologies, LLC.
*3.12	Limited Liability Company Agreement of Lear Technologies, LLC.
*3.13	Certificate of Limited Partnership of Lear Midwest Automotive, Limited Partnership.
*3.14	Agreement of Limited Partnership of Lear Midwest Automotive, Limited Partnership.
*3.15	Articles of Incorporation of Lear Corporation Automotive Systems.
*3.16	Code of Regulations of Lear Corporation Automotive Systems.
**3.17	Deed of Transformation of Lear Automotive (EEDS) Spain S.L.
**3.18	Bylaws of Lear Automotive (EEDS) Spain S.L.
*3.19	Articles of Incorporation of Lear Corporation Mexico, S.A. de C.V. (Unofficial English Translation)
*3.20	By-laws of Lear Corporation Mexico, S.A. de C.V. (Unofficial English Translation)
4.1	Indenture, dated as of May 15, 1999, by and among Lear Corporation, as Issuer, the Guarantors party thereto from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q for the quarter ended April 3, 1999).
4.2	Supplemental Indenture No. 1 to Indenture, dated as of May 15, 1999, by and among Lear Corporation, as Issuer, the Guarantors party thereto, from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 1, 2000).
4.3	Supplemental Indenture No. 2 to Indenture, dated as of May 15, 1999, by and among Lear Corporation, as Issuer, the Guarantors party thereto, from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.3 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).

Exhibit Number	Exhibit
4.4	Supplemental Indenture No. 3 to Indenture, dated as of May 15, 1999, by and among Lear Corporation, as Issuer, the Guarantors party thereto, from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.4 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
4.5	Indenture, dated as of March 20, 2001 by and among Lear Corporation, as Issuer, the Guarantors party thereto from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.5 to the Company's Registration Statement on Form S-4 filed on April 23, 2001).
4.6	Supplemental Indenture No. 1 to Indenture, dated as of March 20, 2001 by and among Lear Corporation, as Issuer, the Guarantors party thereto, from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.6 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
4.7	Supplemental Indenture No. 2 to Indenture, dated as of March 20, 2001, by and among Lear Corporation, as Issuer, the Guarantors party thereto, from time to time and the Bank of New York as Trustee (incorporated by reference to Exhibit 4.7 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
4.8	Indenture, dated as of February 20, 2002 by and among Lear Corporation, as Issuer, the Guarantors party thereto from time to time and the Bank of New York as Trustee relating to Lear's Zero-Coupon Convertible Senior Notes due February 20, 2022, including the form of note attached thereto (incorporated by reference to Exhibit 4.8 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
**5.1	Opinion of Winston & Strawn.
10.1	Purchase Agreement, dated as of February 14, 2002, by and among Lear Corporation, Lear Operations Corporation, Lear Corporation Automotive Holdings, Lear Corporation EEDS and Interiors, Lear Seating Holdings Corp. #50, Lear Corporation Automotive Systems, Lear Technologies, LLC, Lear Midwest Automotive, Limited Partnership, Lear Automotive (EEDS) Spain S.L., Lear Corporation Mexico, S.A. de C.V. and Credit Suisse First Boston Corporation, J.P. Morgan Securities Inc. and Lehman Brothers Inc. (incorporated by reference to Exhibit 10.28 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
10.2	Registration Rights Agreement, dated as of February 14, 2002, by and among Lear Corporation, Lear Operations Corporation, Lear Corporation Automotive Holdings, Lear Corporation EEDS and Interiors, Lear Seating Holdings Corp. #50, Lear Corporation Automotive Systems, Lear Technologies, LLC, Lear Midwest Automotive, Limited Partnership, Lear Automotive (EEDS) Spain S.L., Lear Corporation Mexico, S.A. de C.V. and Credit Suisse First Boston Corporation, J.P. Morgan Securities Inc. and Lehman Brothers Inc. (incorporated by reference to Exhibit 10.29 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001).
*12.1	Statement re: computation of ratios
*23.1	Consent of Arthur Andersen LLP.
**23.2	Consent of Winston & Strawn (included in Exhibit 5.1).
*23.4	Powers of Attorney (included on the signature pages thereof).
*25.1	Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 on Form T-1 of The Bank of New York as Trustee under the Indenture.
*99.1	Letter to Commission regarding Arthur Andersen LLP.

* Filed herewith.

** To be filed by amendment.

EXHIBIT 3.11

CERTIFICATE OF FORMATION

OF

LEAR TECHNOLOGIES, LLC

This Certificate of Formation of Lear Technologies, LLC (the "Lear Tech"), dated as of December 7, 1998, is being duly executed and filed by Sandra L. Jenkins, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. section 18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is Lear Technologies, LLC.

SECOND. The address of the registered office of Lear Technologies, LLC in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Sandra L. Jenkins

Sandra L. Jenkins
Authorized Person

EXHIBIT 3.12

LIMITED LIABILITY COMPANY AGREEMENT

OF

LEAR TECHNOLOGIES, LLC,

A DELAWARE LIMITED LIABILITY COMPANY

DATED AS OF DECEMBER 31,1998

LIMITED LIABILITY COMPANY AGREEMENT
OF
LEAR TECHNOLOGIES, LLC

This LIMITED LIABILITY COMPANY AGREEMENT (as amended, restated or otherwise modified, this "Agreement") of Lear Technologies, LLC (the "Lear Tech") is being executed by Lear Technology Corporation (the "Member") as of this day of December, 1998, pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del. C. ss 18-101, et seq.) (as amended from time to time, the "Act"), on the following terms and conditions:

ARTICLE I
THE LLC

1.1 Organization. The Member hereby agrees to form a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement. The Member shall be deemed admitted as a member of Lear Tech upon its execution of this Agreement.

1.2 LLC Name. The name of the limited liability company formed hereby shall be "Lear Technologies, LLC" and all business of Lear Tech shall be conducted in such name or such other name as the Member shall determine. Lear Tech shall hold all of its property in the name of the Lear Tech and not in the name of the Member.

1.3 Purpose. The purpose and business of Lear Tech shall be to engage in any law full act or activity for which a limited liability company may be organized under the Act, and to do any and all acts and things which may be necessary or incidental to the foregoing, the promotion or conduct of the business of Lear Tech or the maintenance and improvement of its property.

1.4 Powers. Lear Tech shall possess and may exercise all the powers and privileges granted by the Act, all other applicable law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion and attainment of the business, purposes or activities of Lear Tech.

1.5 Principal Place of Business. The principal place of business of Lear Tech shall be at such location as may be designated by the Member from time to time.

1.6 Term. The term of Lear Tech shall be perpetual unless and until Lear Tech is dissolved by the Member or as set forth herein. The existence of Lear Tech as a separate legal entity shall continue until the cancellation of the Certificate of Formation of Lear Tech (the "Certificate") in the manner required by the Act.

1.7 Filings; Agent for Service of Process.

(a) The Certificate has been or shall be filed in the office of the Secretary of State of the State of Delaware in accordance with the provisions of the Act. The Member, as an "authorized person" within the meaning of the Act, shall execute, deliver and file the Certificate with the Secretary of State of the State of Delaware. The Member shall take any and all other actions reasonably necessary to perfect and maintain the status of Lear Tech under the laws of the State of Delaware. The Member shall execute and file amendments to the Certificate whenever required by the Act.

(b) The Member shall execute and file such forms or certificates and may take any and all other actions as may be reasonably necessary to perfect and maintain the status of Lear Tech under the laws of any other states or jurisdictions in which Lear Tech engages in business.

(c) The initial registered agent for service of process on Lear Tech in the State of Delaware, and the address of such registered agent, shall be the agent for service of process set forth in the Certificate. The Member may change the registered agent and appoint successor registered agents.

(d) Upon the dissolution and completion of winding up of Lear Tech, the Member (or, in the event the Member no longer exists, the person responsible for winding up and dissolution of Lear Tech pursuant to Article IV hereof) shall promptly execute and file a certificate of cancellation of the Certificate in accordance with the Act and such other documents as may be required by the laws of any other states or jurisdictions in which Lear Tech has registered to transact business or otherwise filed articles.

1.8 Reservation of Other Business Opportunities. No business opportunities other than those actually exploited by Lear Tech shall be deemed the property of Lear Tech, and the Member may engage in or possess an interest in any other business venture, independently or with others, of any nature or description, even if such venture or opportunity is in direct competition with the business of Lear Tech; and Lear Tech shall have no rights by virtue hereof in or to such other business ventures, or to the income or profits derived therefrom.

ARTICLE II
MANAGEMENT AND MEMBERSHIP

2.1 Management of Lear Tech. The business and affairs of Lear Tech shall be managed under the direction and by the approval of the Member. The Member shall have all power and authority to manage, and direct the management of, the business and affairs of, and to make all decisions to be made by Lear Tech. Approval by, or on behalf of Lear Tech, consent of or action taken by the Member shall constitute approval or action by Lear Tech. Any Person dealing with Lear Tech shall be entitled to rely on a certificate or any writing signed by the Member as the duly authorized action of Lear Tech. The Member has the power and authority to bind Lear Tech.

2.2 Written Consent. Any action requiring the vote, consent, approval or action of the Member may be taken by a consent in writing, setting forth the action so taken, by the Member.

2.3 Books and Records. The Member shall keep proper and usual books and records pertaining to the business of Lear Tech. The books and records of Lear Tech shall be kept at the principal office of Lear Tech or at such other places, within or without the State of Delaware, as the Member shall from time to time determine.

2.4 Resignation. Subject to Section 4.1, the Member may resign from Lear Tech.

2.5 Limited Liability.

(a) Except as otherwise provided by the Act, the debts, obligations and liabilities of Lear Tech, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of Lear Tech, and the Member shall not be obligated personally for any such debt, obligation or liability of Lear Tech solely by reason of being a member of Lear Tech.

(b) To the extent that at law or in equity, a party shall have duties (including fiduciary duties) and liabilities to Lear Tech, such duties and liabilities may be restricted by provisions of this Agreement. The Member shall not be liable to Lear Tech for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member in good faith on behalf of Lear Tech and in a manner reasonably believed to be within the scope of authority conferred on the Member by this Agreement.

(c) The Member shall be fully protected in relying in good faith upon the records of Lear Tech and upon such information, opinions, reports or statements presented to Lear Tech by any person as to the matters the Member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of Lear Tech, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or net cash flow or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

2.6 Indemnification.

(a) Lear Tech shall indemnify and hold harmless the Member and each of its respective affiliates, officers, directors, shareholders, agents or employees (the "Parties") from and against any loss, expense, damage or injury suffered or sustained by the Parties (or any of them) by reason of any acts, omissions or alleged acts or omissions arising out of its or their activities on behalf of Lear Tech or in furtherance of the interests of Lear Tech, including, but not limited to, any judgment, award, settlement, reasonable attorney's fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided that the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were not

performed or omitted fraudulently or in bad faith or as a result of gross negligence or willful misconduct by any such Party; and provided that such Party reasonably believed that the acts, omissions, or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were in the best interests of Lear Tech. Such indemnification shall be made only to the extent of the assets of Lear Tech.

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Party (or any of them) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by Lear Tech prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Lear Tech of an undertaking by or on behalf of the Party (or any of them) to repay such amount if it shall be determined that the Party is not entitled to be indemnified as authorized in this Section 2.6 hereof.

2.7 Transfer of Interest. The Member may transfer or assign all or a portion of its interest in Lear Tech. Upon a transfer of the Member's entire interest in Lear Tech, such transferee or assignee shall become the "Member" for all purposes of this Agreement. Upon a transfer or assignment of less than the Member's entire interest Lear Tech, the Member and such transferee or assignee shall amend this Agreement to reflect such transfer or assignment, or if the terms of such an amendment shall not be agreed upon, the Member may elect to dissolve Lear Tech in its sole discretion.

ARTICLE III
FISCAL MATTERS

3.1 Deposits. All funds of Lear Tech may be deposited in an account or accounts in such banks, trust companies or other depositories as the Member may select.

3.2 Fiscal Year. The fiscal year of Lear Tech shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by the Member.

3.3 Agreements, Consents, Checks, Etc. All agreements, consents, checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of Lear Tech shall be signed by the Member or those persons authorized from time to time by the Member.

3.4 Transactions with the Member. Except as provided in the Act, the Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with Lear Tech and has the same rights and obligations with respect to any such matter as a person who is not the Member.

3.5 Contribution.

(a) The Member shall make the contribution described for that Member on Exhibit A (the "Initial Contribution"). The value of the Initial Contribution shall be as set forth on Exhibit A.

(b) In addition to the Initial Contribution, the Member may make additional contributions. Except to the extent of any outstanding commitment of the Member to make a contribution, the Member shall not be obligated to make any additional contributions. The Member shall adjust the contribution reflected on Exhibit A at any time when the Member makes or promises to make a contribution to Lear Tech.

(c) To the fullest extent permitted by the Act, the Member may revoke and extinguish any obligation to make any contribution hereunder by adjusting the contribution reflected on Exhibit A so as to subtract and remove any portion of the total contribution reflected thereon attributable to the contribution obligation being extinguished.

3.6 Distributions. The Company may make distributions as determined by the Member from time to time in its sole discretion; provided, however, that no distribution shall be declared and paid unless, after the distribution is made, the assets of Lear Tech are in excess of the liabilities of Lear Tech and such distribution does not violate the Act or other applicable law. The Member may, at its sole discretion, elect to receive a distribution from assets other than cash.

ARTICLE IV
LIQUIDATION

4.1 Liquidating Events. Lear Tech shall dissolve and commence winding up and liquidation only upon the first to occur of any of the following ("Liquidation Events"):

(a) The resignation of the Member or any other event that causes the last remaining member of Lear Tech to cease to be a member of Lear Tech, unless the business of the Lear Tech is continued in a manner permitted by the Act; or

(b) The entry of a decree of judicial dissolution pursuant to Section 18-802 of the Act.

4.2 Winding Up. Upon the occurrence of a Liquidating Event, Lear Tech shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Member. The Member shall not take any action which is inconsistent with, or not necessary to or appropriate for, the winding up of Lear Tech's business and affairs. The Member (or in the event that the Member no longer exists, the person responsible for winding up the Member's business and affairs) shall be responsible for overseeing the winding up and dissolution of Lear Tech and shall take full account of Lear Tech's liabilities. The property of Lear Tech shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient, shall be applied and distributed, subject to any

reasonable reserves maintained for contingent, conditional or unmatured obligations of Lear Tech, in the following order:

(a) first, to the satisfaction (whether by payment or the making of reasonable provision for payment thereof) of all of Lear Tech's debts and liabilities to creditors; and

(b) the balance, if any, to the Member.

4.3 Member's Bankruptcy. The Member shall not cease to be the Member solely as a result of the occurrence of any of the following and upon the occurrence of any such event, the business of Lear Tech shall continue without dissolution:

(a) the Member makes an assignment for the benefit of creditors;

(b) the Member files a voluntary petition in bankruptcy;

(c) the Member is adjudged a bankrupt or insolvent, or has entered against him an order of relief, in any bankruptcy or insolvency proceeding;

(d) the Member files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(e) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature;

(f) the Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the member or of all or any substantial part of his properties;

(g) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation is not dismissed; or

(h) appointment of a trustee, receiver or liquidator of the Member.

ARTICLE V
MISCELLANEOUS

5.1 Amendments. This Agreement may be altered, amended or repealed, or a new Agreement may be adopted, upon the consent of the Member.

5.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its respective heirs, legatees, legal representatives, successors, transferees and assigns.

5.3 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforced by any creditor of Lear Tech or Member.

5.4 Construction. The Member shall have the full power and authority to construe and interpret this Agreement.

5.5 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

5.6 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

5.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

5.8 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member, without regard to the principles of conflicts of laws.

[signature page follows]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the day first above set forth.

LEAR TECHNOLOGY CORPORATION

/s/ Joseph F. McCarthy

By: Joseph F. McCarthy
Title: Vice President, Secretary and
General Counsel

EXHIBIT A

Capital Contributions of the Member

Initial Contribution	See Schedule A

SCHEDULE A

INITIAL CONTRIBUTION OF LEAR TECHNOLOGY CORPORATION:

ISG Novi	$126,292,313
N. American Tech	$ 26,950,884
Grand Rapids Plant	$ 45,002,288
Marshall Plant	$ 34,111,713
Auburn Hills Plant	$ 18,541,000
Total Contribution	$250,898,198

FIRST AMENDMENT

THIS FIRST AMENDMENT, dated as of December 15, 1998 (this "Amendment"). to the Limited Liability Company Agreement of Lear Technologies, LLC, a Delaware limited partnership (the "LLC"), dated as of December 31, 1998 (as amended, supplemented or otherwise modified from time to time, the "LLC Agreement"), by Lear Corporation, a Delaware corporation (the "Member").

W I T N E S E T H

WHEREAS, in connection with a December, 1998 corporate reorganization, Lear Technology Corporation formed the LLC and transferred its operating assets thereto; and

WHEREAS, in connection with the same December, 1998 corporate reorganization, Lear Technology Corporation was merged with and into Lear Corporation resulting in Lear Corporation being the sole member of the LLC;

NOW THEREFORE, the Member hereby agrees as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the LLC Agreement and used herein shall have the meanings given to them in the LLC Agreement.

2. Amendments to the LLC Agreement. The first page of the LLC Agreement is hereby amended by deleting the words "Lear Technology Corporation" preceding the words "(the "Member")" which appears in the third line of the introductory paragraph and replacing such words with "Lear Corporation."

3. Effectiveness. This Amendment shall become effective as of December 31, 1998.

4. Governing Law. This Amendment shall be governed by the laws of the State of Delaware.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Member and its respective heirs, legatees, legal representatives, successor, transferees and assigns.

IN WITNESS WHEREOF, the Member has executed this Amendment as of the day first above set forth.

LEAR CORPORATION

By: /s/ Joseph F. McCarthy

Name: Joseph F. McCarthy
Title: Vice President, Secretary and General Counsel

EXHIBIT 3.13

CERTIFICATE OF LIMITED PARTNERSHIP OF
LEAR KENTUCKY, L.P.

THIS Certificate of Limited Partnership of Lear Kentucky, L.P. (the "Partnership"), dated as of December 12, 1997, is being duly executed and filed by Lear Operations Corporation, a Delaware corporation, as general partner, to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act (6 Del. C. ss 17-101, et seq.).

1. Name. The name of the limited partnership formed hereby is Lear Kentucky, L.P.

2. Registered Office. The address of the registered office of the Partnership in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

3. Registered Agent. The name and address of the registered agent for service of process on the Partnership in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

4. General Partner. The names and the business address of the sole general partner of the Partnership is: Lear Operations Corporation, 21557 Telegraph Road, Southfield, Michigan 48086.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership as of the date first-above written.

LEAR OPERATIONS CORPORATION

/s/ Raymond F. Lowry

By: Raymond F. Lowry
Title: Vice President & Treasurer

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership of Lear Kentucky, L.P. pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: Section 4 of the Certificate of Limited Partnership shall be amended as follows:

> The name and the business address of the sole general partner of the Partnership is Lear Corporation Mendon, 21557 Telegraph Road, Southfield, Michigan 48086.

SECOND: Pursuant to Section 17-206 of the Delaware Limited Partnership Act, this Certificate of Amendment of Certificate of Limited Partnership shall be effective as of December 30, 1998.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to the Certificate of Limited Partnership of Lear Kentucky, L.P., as of this 15th day of December, 1998.

LEAR KENTUCKY, L.P.

By: LEAR OPERATION CORPORATION
Its: General Partner

By: /s/ Joseph F. McCarthy

Name: Joseph F. McCarthy
Title: Vice President, Secretary and General Counsel

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership of Lear Kentucky, L.P. pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: Section 1 of the Certificate of Limited Partnership shall be amended as follows:

> The name of the limited partnership formed hereby is "Lear Midwest Automotive, Limited Partnership."

SECOND: Pursuant to Section 17-206 of the Delaware Limited Partnership Act, this Certificate of Amendment of Certificate of Limited Partnership shall be effective as of December 31, 1998.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to the Certificate of Limited Partnership of Lear Kentucky, L.P., as of this 15th day of December, 1998.

LEAR KENTUCKY, L.P.

By: LEAR CORPORATION MENDON
Its: General Partner

By: /s/ Raymond F. Lowry

Name: Raymond F. Lowry
Title: Vice President and Treasurer

EXHIBIT 3.14

AGREEMENT OF LIMITED PARTNERSHIP

OF

LEAR KENTUCKY, L.P.,

A DELAWARE LIMITED PARTNERSHIP

TABLE OF CONTENTS

AGREEMENT OF LIMITED PARTNERSHIP
OF
LEAR KENTUCKY, L.P.,
A DELAWARE LIMITED PARTNERSHIP

This AGREEMENT OF LIMITED PARTNERSHIP (this "Agreement") is entered into this 31st day of December, 1997, by and between Lear Operations Corporation, a Delaware corporation, as the General Partner, and Lear Corporation Mendon, a Delaware corporation, as the Limited Partner, pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, on the following terms and conditions:

WITNESSETH:

WHEREAS, the Partners desire to form a limited partnership subject to the conditions and for the purposes stated herein to be known as Lear Kentucky, L.P. (the "Partnership");

NOW, THEREFORE, in consideration of the mutual agreements, covenants and undertakings herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth in this Article I (such meanings to be equally applicable in both the singular and plural forms of the term defined).

1.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as amended from time to time (or any corresponding provisions of succeeding law).

1.2 "Adjusted Capital Account Deficit" means, with respect to any Limited Partner, the deficit balance, if any, in such Limited Partner's Capital Account as of the end of the relevant Partnership taxable year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Partner is obligated to restore pursuant to any provision of this Agreement or pursuant to Regulations Section 1.704-l(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Regulations Sections 1.704-l(b)(2)(ii)(d)(4), 1.704-l(b)(2)(ii)(d)(5) and 1.704-l(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-l(b) (2)(ii)(d) and shall be interpreted consistently therewith.

1.3 "Affiliate" means any (i) Person owning a majority interest in any corporate Partner; (ii) Person owning an interest as a general partner of any Partner or a majority interest as a limited partner of any Partner; (iii) Person who is an officer, director, trustee, partner or stockholder of any Partner or of any Person described in the preceding clause (ii); or (iv) Person that is controlling, controlled by or under common control with a Partner or any Person described in the preceding clauses (i), (ii) or (iii).

1.4 "Agreement" or "Partnership Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

1.5 "Assignee" means any Person who has acquired a beneficial interest in the Interest of a Partner in the Partnership.

1.6 "Available Cash Flow" means, with respect to the applicable period of measurement (i.e., any period beginning on the first day of the Partnership taxable year or other period commencing immediately after the last day of the calculation of Available Cash Flow which was distributed, and ending on the last day of the month, quarter or other applicable period immediately preceding the date of calculation), the excess, if any, of the gross cash receipts of the Partnership for such period from all sources whatsoever, including, without limitation, the following:

(a) (i) all rents, revenues, income and proceeds derived by the Partnership from its operations, including, without limitation, distributions received by the Partnership from any entity in which the Partnership has an interest; (ii) all proceeds and revenues received on account of any sales of property of the Partnership as a refinancing for payments of principal, interest, costs, fees, penalties or otherwise on account of any loans made by the Partnership or, financings or refinancings of any property of the Partnership; (iii) the amount of any insurance proceeds and condemnation awards of property of the Partnership; (iv) all Capital Contributions received by the Partnership from its Partners; (v) all cash amounts previously reserved by the Partnership, if the

specific purposes for which such amounts were reserved are no longer applicable; and (vi) the proceeds of liquidation of the Partnership's property in accordance with this Agreement:

over the sum of:

(b) (i) all operating costs and expenses of the Partnership and capital expenditures made during such period (without deduction, however, for any capital expenditures, charges for depreciation or other expenses not paid in cash or expenditures from reserves described in (vii) below); (ii) all costs and expenses expended or payable during such period in connection with the sale or other disposition, or financing or refinancing, of property of the Partnership or the recovery of insurance or condemnation proceeds; (iii) all fees provided for under this Agreement; (iv) all debt service, including principal and interest, paid during such period on all indebtedness of the Partnership; (v) all Capital Contributions, advances, reimbursements or similar payments made to any Person (whether a partnership, corporation or other entity) in which the Partnership has an interest; (vi) all loans made by the Partnership to any Person in which the Partnership has an interest (whether a partnership, corporation or other entity); and (vii) any reserves reasonably determined by the General Partner for working capital, capital improvements, payments of periodic expenditures, debt service or other purposes.

1.7 "Capital Account" means, with respect to any Partner, the Capital Account maintained for such Partner in accordance with the following provisions:

(i) To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Sections 4.3 or 4.4 hereof, and the amount of any Partnership liabilities assumed by such Partner or which are secured by any Property distributed to such Partner.

(ii) To each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Sections 4.3 or 4.4 hereof, and the amount of any liabilities of such Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

(iii) In determining the amount of any liability for purposes of the foregoing subparagraphs (i) and (ii), there

shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Sections 1.704-l(b) and 1.704-2, and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership, General Partner or the Limited Partners) are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material adverse effect on the amounts distributable to any Partner pursuant to Article IX hereof upon the dissolution of the Partnership. The General Partner also shall (i) make any adjustments that are necessary or appropriate to comply with Regulations Section 1.704-l(b)(2)(iv)(q) and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Sections 1.704-l(b) or 1.704-2.

1.8 "Capital Contributions" means, with respect to any Partner, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Partnership with respect to the Interest in the Partnership held by such Partner. The principal amount of a promissory note which is not readily tradable on an established securities market and which is contributed to the Partnership by the maker of the note shall not be included in the Capital Account of any Person until the Partnership makes a taxable disposition of the note or until (and to the extent) such Partner makes principal payments on the note, all in accordance with Regulations Section l.704-l(b)(2)(iv)(d)(2).

1.9 "Certificate" shall mean the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of Delaware in accordance with the Act or the applicable predecessor statute thereof, as such Certificate may be amended from time to time.

1.10 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

1.11 "Depreciation" means, for each Partnership taxable year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that, if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or

other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that, if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner; provided, further, however, that to the extent the "remedial" method described in Regulations Section 1.704-3 is elected pursuant to the terms of this Agreement, Depreciation shall be determined in a manner consistent therewith.

1.12 "General Partner" means any Person which (i) is referred to as such in the first paragraph of this Agreement or has become a General Partner pursuant to the terms of this Agreement and (ii) has not ceased to be a General Partner pursuant to the terms of this Agreement.

1.13 "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership;

(ii) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as reasonably determined by the General Partner, as of the following times: (a) the acquisition of an additional Interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of Partnership assets, including money, as consideration for an Interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-l(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(iii) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution, as reasonably determined by the General Partner; and

(iv) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the

adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-l(b)(2)(iv)(m) and the definition of "Capital Account" hereof; provided; however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent the General Partner determines that an adjustment pursuant to the foregoing subparagraph (ii) of this definition hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to any of the foregoing subparagraphs (i), (ii) or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.14 "Interest" means a Partner's ownership interest in the Partnership, including any and all benefits to which the holder of such an Interest may be entitled as provided in this Agreement, together with all obligations of such Partner to comply with the terms and provisions of this Agreement.

1.15 "Limited Partner" means the Person (i) the name of which is set forth on Exhibit A attached hereto and designated as such or who has become a Limited Partner pursuant to the terms of this Agreement and (ii) who holds an Interest. "Limited Partners" means all such Persons if at any time there shall be more than one Limited Partner. All references in this Agreement to a majority in interest or a specified percentage of the Limited Partners shall mean Limited Partners whose combined Percentage Interests represent more than 50% or such specified percentage, respectively, of the Percentage Interests then held by all Limited Partners.

1.16 "Nonrecourse Deductions" has the meaning set forth in Regulations Section 1.704-2(b). The amount of Nonrecourse Deductions for a Partnership taxable year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that Partnership taxable year over the aggregate amount of any distributions during that Partnership taxable year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Regulations Section 1.704-2(c).

1.17 "Nonrecourse Liability" has the meaning set forth in Regulations Section 1.704-2(b)(3).

1.18 "Partner Minimum Gain" has the meaning set forth in the definition of "partner nonrecourse debt minimum gain" in Regulations Section 1.704-2(i)(2), and shall be computed as provided in Regulations Section 1.704-2(i)(3).

1.19 "Partner Nonrecourse Debt" has the meaning set forth in Regulations Section 1.704-2(b)(4).

1.20 "Partner Nonrecourse Deductions" has the meaning set forth in Regulations Section 1.704-2(i). The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership taxable year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain attributable to such Partner Nonrecourse Debt during that Partnership taxable year over the aggregate amount of any distributions during that Partnership taxable year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partnership Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i).

1.21 "Partners" means the General Partner and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners. All references in this Agreement to a majority interest or a specified percentage of the Partners shall mean Partners whose combined Percentage Interests represent more than 50% or such specified percentage, respectively, of the Percentage Interests then held by all Partners.

1.22 "Partnership" means the partnership formed pursuant to this Agreement and the partnership continuing the business of this Partnership in the event of dissolution as herein provided.

1.23 "Partnership Minimum Gain" has the meaning set forth in Regulations Section 1.704-2(d).

1.24 "Percentage Interest" means the percentage set forth for the General Partner and Limited Partners on Exhibit A hereto, as may be adjusted from time to time by the General Partner in accordance with Section 3.2 hereof.

1.25 "Person" means any individual, general partnership, limited partnership, corporation, trust or other association or entity.

1.26 "Profits" and "Losses" means, for each Partnership taxable year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a) (1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in

computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-l(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to subparagraph (ii) or (iv) of the definition of Gross Asset Value hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Partnership taxable year or other period, computed in accordance with the definition of Depreciation herein; and

(vi) Notwithstanding any other provision of this definition of "Profits" and "Losses," any items which are specially allocated pursuant to Sections 4.3 or 4.4 hereof shall not be taken into account in computing Profits or Losses.

1.27 "Property" means all real and personal property acquired by the Partnership and any improvements thereto and shall include both tangible and intangible property.

1.28 "Recapture Gain" has the meaning set forth in Section 4.3(g).

1.29 "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

1.30 "Tax Matters Partner" shall mean the General Partner or any successor General Partner.

1.31 "Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation or other disposition or encumbrance and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate or otherwise dispose of or encumber.

ARTICLE II
THE PARTNERSHIP

2.1 Organization. The Partners hereby agree to form a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

2.2 Partnership Name. The name of the Partnership shall be Lear Kentucky, L.P. and all business of the Partnership shall be conducted in such name or such other name as the General Partner shall determine. The Partnership shall hold all of its property in the name of the Partnership and not in the name of any Partner.

2.3 Purpose. The purpose and business of the Partnership is the transaction of any and all lawful business for which limited partnerships may be organized.

2.4 Principal Place of Business. The principal place of business of the Partnership shall be 21557 Telegraph Road, Southfield, Michigan 48086, or such other location as may be designated by the General Partner from time to time. The registered office of the Partnership in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801 or such other location as may be designated by the General Partner from time to time.

2.5 Term. The term of the Partnership commenced on the date on which the Certificate was filed in the office of the Secretary of State of Delaware in accordance with the Act and shall continue until the winding up and liquidation of the Partnership and its business is completed, as provided in Article IX hereof.

2.6 Filings; Agent for Service of Process.

(a) The Certificate has been filed in the office of the Secretary of State of Delaware in accordance with the provisions of the Act. The General Partner shall take any and all other actions reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware which is qualified to do business and in good standing in the State of Kentucky. The General Partner shall cause amendments to the Certificate to be filed whenever required by the Act. Such amendments may be executed by the General Partner only.

(b) The General Partner shall execute and cause to be filed original or amended Certificates and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership or similar type of entity under the laws of any other states or jurisdictions in which the Partnership engages in business.

(c) The agent for service of process on the Partnership in the State of Delaware, and the address of such agent, shall initially be The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801 or any successor as appointed by the General Partner. The agent for service of process in the State of Texas shall be determined by the General Partner. The General Partner, in its sole and absolute discretion, may change the registered agent and appoint successor registered agents.

(d) Upon the dissolution of the Partnership, the General Partner (or, in the event there is no remaining General Partner, the Person responsible for winding up and dissolution of the Partnership pursuant to Article IX hereof) shall promptly execute and cause to be filed certificates of dissolution in accordance with the Act and the laws of any other states or jurisdictions in which the Partnership has filed certificates.

2.7 Reservation of Other Business Opportunities. No business opportunities other than those actually exploited by the Partnership pursuant to Section 2.3 shall be deemed the property of the Partnership, and any Partner or its Affiliates may engage in or possess an interest in any other business venture, independently or with others, of any nature or description; and neither any other Partner nor the Partnership shall have any rights by virtue hereof in and to such other business ventures, or to the income or profits derived therefrom. The provisions of this Section 2.7 shall be subject to, and not in any way affect the enforceability of, any separate agreement by a Partner or any Affiliate thereof restricting or prohibiting certain business activities of such Partner or Affiliate.

ARTICLE III
PARTNERS' CAPITAL CONTRIBUTIONS; ADDITIONAL FINANCING AND CONTRIBUTIONS

3.1 General Partner. The name, address, Capital Contribution and Percentage Interest of the General Partner is set forth on Exhibit A hereto.

3.2 Limited Partner. The name, address, Capital Contribution and Percentage Interest of the Limited Partner is set forth on Exhibit A attached hereto. Additional Limited Partners may be admitted upon the approval of the General Partner; provided,

however, that such admission will not cause the Partnership to have more than 100 Partners for purposes of Code Section 7704, as determined by the General Partner. Any Person approved by the General Partner to be a Limited Partner shall be admitted as a Limited Partner upon such Person (i) executing a counterpart of this Agreement, (ii) making a Capital Contribution in the amount to be determined by the General Partner, and (iii) paying to the Partnership its reasonable out-of-pocket costs and expenses incurred in connection with the admission of such Person as a Limited Partner. The General Partner shall update Exhibit A from time to time to reflect any changes to the information set forth therein. The General Partner shall provide the Limited Partners with an updated Exhibit A within ten (10) days of any change to Exhibit A. Any amendment or revision of Exhibit A shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Exhibit A shall be deemed to be a reference to Exhibit A as amended and in effect from time to time.

3.3 Additional Financing. The sums of money required to finance the business and affairs of the Partnership shall be derived from the Capital Contributions made by the Partners to the Partnership, from funds generated from the operation and the business of the Partnership and from any loans, bond financing or other indebtedness which the General Partner may, in its discretion, approve for the Partnership. No additional Capital Contributions shall be made to the Partnership except at the direction of the General Partner.

3.4 Other Matters.

(a) Except as otherwise provided in this Agreement, no Partner shall demand or receive a return of its Capital Contributions from the Partnership without the consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash except as may be specifically provided herein.

(b) No Partner shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Partnership or otherwise in its capacity as a Partner, except as otherwise provided in this Agreement or with the consent of the other Partner.

ARTICLE IV
ALLOCATIONS

4.1 Profits. After giving effect to the special allocations set forth in Sections 4.3 and 4.4 hereof, Profits for any Partnership taxable year shall be allocated, first, to the Partners in proportion to the cumulative Losses allocated to each Partner, until the cumulative Profits allocated pursuant to this

Section 4.1 for the current and all prior Partnership taxable years are equal to the cumulative Losses allocated to the Partners pursuant to Section 4.2 hereof for all prior Partnership taxable years and, thereafter, to the Partners pro rata in accordance with their Percentage Interests.

4.2 Losses.

(a) After giving effect to the special allocations set forth in Sections 4.3 and 4.4 hereof and subject to the limitation in Section 4.2(b) below, Losses for any Partnership taxable year shall be allocated to the Partners pro rata in accordance with their Percentage Interests.

(b) Notwithstanding the provisions of Section 4.2(a) hereof, Losses shall not be allocated to any Partner if such allocation would cause such Partner to have an, or increase the amount of an existing, Adjusted Capital Account Deficit at the end of any Partnership taxable year. All Losses in excess of the limitations set forth in this Section 4.2(b) shall be allocated to the General Partner.

4.3 Special Allocations. The following special allocations shall be made in the following order and priority:

(a) Minimum Gain Chargeback.

(i) Partnership Minimum Gain Chargeback. Notwithstanding any other provision of this Article IV (other than Section 4.3(a) (iii)), if there is a net decrease in Partnership Minimum Gain during any Partnership taxable year, each Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in proportion to, and to the extent of, an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain determined in accordance with Regulations Sections 1.704-2(g) and 1.704-2(i)(4). The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f) and 1.704-2(i). This Section 4.3(a) is intended to comply with the minimum gain chargeback requirement in such section of the Regulations and shall be interpreted consistently therewith.

(ii) Partner Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article IV, if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership taxable year, each Partner who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such Partnership taxable year (and, if necessary, subsequent Partnership taxable years) in an amount

equal to such Partner's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 4.3 (a) (ii) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Exceptions to Section 4.3(a)(i). The allocation otherwise required pursuant to Section 4.3(a) (i) shall not apply to a Partner to the extent that: (A) such Partner's share of the net decrease in Minimum Gain is caused by a guarantee, refinancing or other change in the instrument evidencing a nonrecourse debt of the Partnership which causes such debt to become a partially or wholly recourse debt or a Partner Nonrecourse Debt, and such Partner bears the economic risk of loss (within the meaning of Regulations Section 1.752-2) for such changed debt; (B) such Partner's share of the net decrease in Minimum Gain results from the repayment of a nonrecourse liability of the Partnership, which repayment is made using funds contributed by such Partner to the capital of the Partnership; (C) the Internal Revenue Service, pursuant to Regulations Section 1.704-2(f)(4), waives the requirement of such allocation in response to a request for such waiver made by the General Partner on behalf of the Partnership (which request the General Partner may or may not make, in its sole discretion, if it determines that the Partnership would be eligible therefor); or (D) additional exceptions to the requirement of such allocation are established by revenue rulings issued by the Internal Revenue Service pursuant to Regulations Section 1.7042(f)(5), which exceptions apply to such Partner, as determined by the General-Partner in its sole discretion.

(b) Qualified Income Offset. Notwithstanding any other provision of this Article IV, except Sections 4.3(a) and 4.3(e), in the event any Limited Partner unexpectedly receives any adjustments, allocations or distributions described in Regulations Sections 1.704-l(b) (2) (ii) (d) (4), 1.704-l(b) (2) (ii) (d) (5) or 1.704-l(b) (2) (ii) (d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Section 4.3 (b) shall be made only if and to the extent that such Limited Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IV have been tentatively made as if this Section 4.3(b) were not in the Agreement.

(c) Gross Income Allocation. In the event any Partner has a Capital Account deficit at the end of any Partnership taxable year which is in excess of the sum of (i) the amount that such Partner is obligated to restore pursuant to any provision of this Agreement and (ii) the amount that such Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g) (1) and 1.704-2(i) (5), each such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.3 (c) shall be made only if and to the extent that such Partner would have a Capital Account deficit in excess of such sum after all other allocations provided for in this Article IV have been made as if Section 4.3(b) hereof and this Section 4.3(c) were not in the Agreement.

(d) Nonrecourse Deductions. Notwithstanding the provisions of Section 4.2 hereof, Nonrecourse Deductions for any Partnership taxable year or other period shall be specially allocated to the Partners in accordance with their respective Percentage Interests.

(e) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Partnership taxable year or other period shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i).

(f) Section 754 Adjustments. To the extent an adjustment of the adjusted tax basis of any Partnership asset pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Regulations Section 1.704-l(b) (2) (iv) (m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

4.4 Curative Allocations. The allocations set forth in Section 4.3 hereof (the "Regulatory Allocations") are intended to comply with certain requirements of Regulations Sections 1.704-l(b) and 1.704-2. Notwithstanding any other provision of this Agreement, other than this Section 4.4, the Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Partners so that, to the extent possible, the net amount of such allocations of such other items and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner in each year as if the Regulatory Allocations had not occurred.

However, Regulatory Allocations relating to (i) Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Partnership Minimum Gain, and (ii) Partner Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Partner Minimum Gain. Allocations pursuant to this Section 4.4 shall only be made with respect to Regulatory Allocations to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the Partners. Further, allocations pursuant to this Section 4.4 shall be deferred with respect to allocations pursuant to (i) and (ii) above to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent Regulatory Allocations.

4.5 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the Regulations thereunder.

(b) For purposes of Regulations Section 1.752-3(a)(3), the Partners agree that Nonrecourse Liabilities of the Partnership in excess of the sum of (A) the amount of Partnership Minimum Gain and (B) the total amount of built-in gain (as defined in Regulations Section 1.752-3(a) (2)) shall be allocated among the Partners as determined by the General Partner in accordance with Code Section 752 and applicable Regulations.

(c) In the event Interests are transferred in accordance with the provisions of Article VIII hereof during any Partnership taxable year, the distributive share of Partnership income, gain, loss and deductions attributable to such transferred Interests for that year shall be apportioned between the transferor and the transferee in proportion to the number of days during such Partnership taxable year that each was the owner of the Interests transferred, but subject to the constraints and limitations imposed by Code Section 706. Distributions with respect to Interests transferred shall be made only to Partners of record on a date designated by the General Partner as the date of such distribution.

4.6 Tax Allocations; Code Section 704(c).

(a) In accordance with Code Section 704(c) and the Regulations thereunder, solely for income tax purposes, income, gain, loss and deduction with respect to any property contributed to the capital of the Partnership shall be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value.

(b) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to paragraph (ii) of the definition of "Gross Asset Value" contained herein, solely for federal income tax purposes, subsequent allocations of income, gain, loss and deduction with respect to such asset will take account of any variation between the adjusted basis of such asset and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

(c) Any elections or other decisions relating to allocations under this Section 4.6, including the selection of any allocation method permitted under Regulations Section 1.704-3, will be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Except as otherwise provided in this Section 4.6, all items of Partnership income, gain, loss, deduction and credit will for tax purposes be divided among the Partners in the same manner as they share correlative Profits, Losses or Partnership items of income, gain, loss or deduction, as the case may be, for the Partnership taxable year. Allocations pursuant to this Section 4.6 are solely for purposes of federal, state and local taxes and will not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses or other items or distributions pursuant to any provision of this Agreement.

(d) If any taxable item of income or gain is computed differently from the taxable item of income or gain which results for purposes of the alternative minimum tax, then to the extent possible, without changing the overall allocations of items for purposes of either the Partners' Capital Accounts or the regular income tax (i) each Partner will be allocated items of taxable income or gain for alternative minimum tax purposes taking into account the prior allocations of originating tax preferences or alternative minimum tax adjustments to such Partner (and its predecessors) and (ii) other Partnership items of income or gain for alternative minimum tax purposes of the same character that would have been recognized, but for the originating tax preferences or alternative minimum tax adjustments, will be allocated away from those Partners that are allocated amounts pursuant to clause (i) so that, to the extent possible, the other Partners are allocated the same amount, and type, of alternative minimum tax income and gain that would have been allocated to them had the originating tax preferences or alternative minimum tax adjustments not occurred.

(e) Recapture Gain. If any portion of gain recognized from the disposition of property by the Partnership represents the "recapture" of previously allocated deductions by virtue of the application of Code Section 1245 or 1250 ("Recapture Gain"), such Recapture Gain will be allocated in the following order and priority:

(i) to the Partners in proportion to the lesser of each Partner's (i) allocable share of the total gain recognized from the disposition of such Partnership property and (ii) share of depreciation or amortization with respect to such property (as determined under Proposed Treasury Regulation section 1.1245-l(e) (2)), until each such Partner has been allocated Recapture Gain equal to such lesser amount; and

(ii) the balance of Recapture Gain will be allocated among the Partners whose allocable shares of total gain exceed their shares of depreciation or amortization with respect to such property (as determined under Proposed Treasury Regulation section 1.1245-1(e)(2)), in proportion. to their shares of total gain (including Recapture Gain) from the disposition of such property;

provided, however, that no Partner will be allocated Recapture Gain under this Section 4.3(g) in excess of the total gain allocated to such Partner from such disposition.

ARTICLE V
DISTRIBUTIONS

5.1 Distributions of Available Cash Flow. Except as otherwise provided in Article IX hereof, Available Cash Flow, if any, shall be distributed, at such times as the General Partner may determine to be appropriate, to the Partners in accordance with their respective Percentage Interests. To the extent that any distribution made to a Partner pursuant to this Section 5.1 creates, or increases the amount of, an Adjusted Capital Account Deficit for such Partner, such amount of the distribution shall be a draw against such Partner's future distributive share of Profits, Losses and items thereof to be allocated to such Member for the LLC taxable year under Article IV.

5.2 Withholding. Notwithstanding any other provision of this Agreement, the Tax Matters Partner is authorized to take any action that it determines to be necessary or appropriate to cause the Partnership to comply with any withholding requirements established under any federal, state or local tax law, including, without limitation, withholding on any distribution to any Partner. For all purposes of this Article V, any amount withheld on any distribution and paid over to the appropriate governmental body shall be treated as if such amount had, in fact, been distributed to the Partner.

ARTICLE VI
MANAGEMENT OF PARTNERSHIP

6.1 Management of Partnership.

(a) The exclusive management and control of the business and affairs of the Partnership shall be vested in the General Partner. The powers of the General Partner shall include all powers, statutory or otherwise, possessed by or permitted to general partners under the laws of the State of Delaware. Each Partner hereby waives any and all claims such Partner may have against the Partnership or any other Partner for breach of fiduciary duty or other similar responsibility or obligation. The General Partner shall have full power and authority to do all things deemed necessary or desirable by it to conduct the business of the Partners, including, without limitation, the following:

(i) the making of any expenditures, the lending or borrowing of money, the assumption, guarantee of or other contracting of indebtedness and other liabilities, the issuance of evidences of indebtedness and the incurring of any obligations it deems necessary for the conduct of the activities of the Partnership;

(ii) the making of tax, regulatory and other filings or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the Partnership or the business or assets of the Partnership;

(iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any assets of the Partnership or the merger or other combination of the Partnership with or into another entity;

(iv) the use of the assets of the Partnership (including, without limitation, cash on hand) for any purpose and on any terms it sees fit, including, without limitation, the financing of the conduct of the operations of the General Partner or the Partnership, the lending of funds to other Persons and the repayment of obligations of the Partnership;

(v) the negotiation, execution and performance of any contracts, conveyances or other instruments that the General Partner considers useful or necessary to the conduct of the Partnership's operations or the implementation of the General Partner's powers under this Agreement;

(vi) the distribution of Partnership cash or other Partnership assets in accordance with this Agreement;

(vii) the selection and dismissal of employees of the Partnership or the General Partner and agents, outside

attorneys, accountants, consultants and contractors of the General Partner or the Partnership and the determination of their compensation and other terms of employment or hiring;

(viii) the maintenance of insurance for the benefit of the Partnership;

(ix) the formation of or acquisition of an interest in and the contribution of property to any further limited or general partnerships, joint ventures or other relationships that it deems desirable;

(x) the control of any matters affecting the rights and obligations of the Partnership, including the conduct of litigation, incurring of legal expense and settlement of claims and litigation and the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(xi) the undertaking of any action in connection with the Partnership's direct or indirect investment in any other Person (including, without limitation, the contribution or loan of funds by the Partnership to such Persons); and

(xii) the determination of the fair market value of any Partnership property distributed in kind using such reasonable method of valuation as it may adopt.

(b) The Limited Partners agree that the General Partner is authorized to execute, deliver and perform the above-mentioned agreements and transactions on behalf of the Partnership without any further act, approval or vote of the Limited Partners.

(c) At all times from and after the date hereof, the General Partner may cause the Partnership to obtain and maintain casualty, liability and other insurance on the properties and on the activities of the Partnership.

(d) At all times from and after the date hereof, the General Partner may cause the Partnership to establish and maintain working capital reserves in such amounts as the General Partner, in its sole and absolute discretion, deems appropriate and reasonable from time to time.

6.2 Compensation and Expense Reimbursement of Partners.

(a) No payment will be made by the Partnership for the services of any Partner or any member, employee, agent or partner of any Partner or an Affiliate thereof, except as may be expressly approved by the General Partner.

(b) Each of the Partners, and all Affiliates thereof, shall be reimbursed by the Partnership for the reasonable out-of-pocket expenses incurred by such Partner, or an Affiliate thereof, on behalf of the Partnership in connection with the business and affairs of the Partnership, including all legal, accounting, travel and other similar expenses reasonably incurred by the Partners in connection with the formation of the Partnership or the acquisition, development, renovation, rehabilitation, repair, management or operation of the Partnership Property.

6.3 Limitation of Liability. Neither the Partners, nor any officer, director, partner, employee or Affiliate of any Partner shall be liable, responsible or accountable in damages or otherwise to the Partnership or any Partner for any action taken or failure to act on behalf of the Partnership within the scope of the authority conferred on such Person by this Agreement or by law, unless such action or omission was performed or omitted fraudulently or in bad faith or constituted gross negligence or willful misconduct.

6.4 Indemnification. The Partnership shall indemnify and hold harmless the General Partner and the Limited Partners and each of their respective partners, officers, directors, stockholders, employees, agents and Affiliates (collectively the "Parties") from and against any loss, expense, damage or injury suffered or sustained by the Parties (or any of them) by reason of any acts, omissions or alleged acts or omissions arising out of its or their activities on behalf of the Partnership or in furtherance of the interests of the Partnership, including, but not limited to, any judgment, award, settlement, reasonable attorney's fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim provided that the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based was performed or omitted in good faith and were not performed or omitted fraudulently or in bad faith or as a result of gross negligence or willful misconduct by any such Party and provided that such Party reasonably believed that the acts, omissions, or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based was in the best interests of the Partnership. Such indemnification shall be made only to the extent of the assets of the Partnership.

6.5 No Participation in Management. The Limited Partners shall not participate in the management or control of the Partnership's business, nor shall the Limited Partners transact any business for the Partnership or have the power to act for or bind the Partnership, said powers being vested solely and exclusively in the General Partner.

6.6 No Personal Liability. The Limited Partners shall not have any personal liability whatsoever, whether to the

Partnership, to the General Partner or to the creditors of the Partnership for the debts, obligations, expenses or liabilities of the Partnership or any of its losses, beyond the Limited Partner's Capital Contribution.

ARTICLE VII
BOOKS AND RECORDS

7.1 Books and Records. The General Partner shall keep proper and usual books and records pertaining to the Partnership's business on an accrual basis in accordance with tax accounting principles or generally accepted accounting principles consistently applied, showing all of its assets and liabilities, receipts and disbursements, profits and losses, Partners' Capital Contributions and distributions and all transactions entered into by the Partnership. The books and records and all files of the Partnership shall be kept at its principal office or such other place as the General Partner may designate from time to time. The fiscal year of the Partnership shall end on December 31 of each year.

7.2 Bank Accounts. Funds of the Partnership shall be deposited in an account or accounts in the bank or banks designated by the General Partner. Such account or accounts shall be in the name of the Partnership and shall be subject to withdrawal only upon signatures of those Persons authorized from time to time by the General Partner.

7.3 Tax Returns. Federal, state and local tax returns of the Partnership shall be prepared and timely filed by or at the direction of the General Partner at the expense of the Partnership.

7.4 Tax Decisions and Elections.

(a) The General Partner is hereby designated the "Tax Matters Partner" of the Partnership for all purposes under this Agreement and as such term is defined under the Code.

(b) Each Partner acknowledges that this Agreement creates a partnership for federal and state income tax purposes, and hereby agrees not to elect under Code Section 761 or applicable state law to be excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute.

ARTICLE VIII
TRANSFER OR ASSIGNMENT OF PARTNERSHIP INTERESTS

8.1 Restrictions on Transfer. Each Partner may Transfer all or any portion of its rights or Interest in the Partnership, but may not withdraw or retire from the Partnership without the prior written consent of the General Partner; provided, however, no Transfer by a Partner will be permitted, without the prior written consent of the General Partner (or if the Transferor is the General Partner, by Limited Partners holding more than 50% of the Percentage Interests of all Limited Partners) if, in each case as determined by the General Partner, such disposition would cause there to be more than 100 Partners for purposes of Code Section 7704. Further, no Transfer will be permitted until the Transferee (a) delivers to the General Partner a written instrument evidencing such Transfer; (b) executes a copy of this Agreement accepting and agreeing to all of the terms, conditions and provisions of this Agreement; and (c) pays to the Partnership its reasonable out-of-pocket costs and expenses incurred in connection with such Transfer and the admission of the Transferee as a Partner.

8.2 Admission of Transferees. A Transferee of a Partner Interest in accordance with the provisions of Section 8.1 of this Article VIII shall be admitted as a Partner with respect to the Interest Transferred upon the fulfillment of such provisions. Until such provisions are fulfilled, a Transferee shall not be admitted to the Partnership or otherwise be recognized by the Partnership as having any rights as a Partner, including any right to receive distributions from the Partnership (directly or indirectly) or to acquire an interest in the capital or profits of the Partnership.

ARTICLE IX
DISSOLUTION AND WINDING UP

9.1 Liquidating Events. The Partnership shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

(a) December 31, 2047;

(b) The sale of all or substantially all of the Property;

(c) The unanimous agreement of all Partners; or

(d) The happening of any other event that makes it unlawful, impossible or impractical to carry on the business of the Partnership; or

(e) an event of dissolution required under the Act.

The Partners hereby agree that, notwithstanding any provision of the Act, the Partnership shall not dissolve prior to the occurrence of a Liquidating Event. Furthermore, if an event specified in Section 9.1(e) hereof occurs, the remaining Partners may, within ninety (90) days of the date such event occurs, unanimously vote to elect a successor General Partner (if necessary) and continue the Partnership business, in which case the Partnership shall not dissolve and the occurrence of the event under Section 9.1(e) shall not be deemed a Liquidating Event. The Partners further agree that in the event the Partnership is dissolved prior to a Liquidating Event, the Partnership may be continued upon the unanimous vote of the existing Partners at such time to so continue the Partnership, provided such vote occurs within thirty (30) days of the event triggering such dissolution.

9.2 Winding Up. Upon the occurrence of a Liquidating Event, the Partnership shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Partners. No Partner shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Partnership's business and affairs. The General Partner (or, in the event there is no General Partner, the Limited Partners or any Person elected by a majority of the Limited Partners) shall be responsible for overseeing the winding up and dissolution of the Partnership and shall take full account of the Partnership's liabilities and the Partnership Property shall be liquidated as promptly as is consistent with obtaining the fair value thereof (but not later than the end of the LLC taxable year in which such Liquidating Event occurred, or if later, within 90 days of such Liquidating Event), and the proceeds therefrom, to the extent sufficient, shall be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than Partners;

(b) Second, to the payment and discharge of all of the Partnership's debts and liabilities to Partners; and

(c) The balance, if any, to the General Partner and Limited Partners in accordance with their respective positive Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

No partner shall have no obligation to make any contribution to the capital of the Partnership with respect to any deficit in its Capital Account, and such deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever.

9.3 Liquidating Trust. In the discretion of the General Partner (or such other Person responsible for overseeing the winding up and dissolution of the Partnership), a pro rata portion of the distributions that would otherwise be made to the General Partner and Limited Partners pursuant to this Article IX may be:

(a) distributed to a trust established for the benefit of the General Partner and the Limited Partners, provided such trust is a liquidating trust or a grantor trust for federal income tax purposes, for the purpose of liquidating Partnership assets, collecting amounts owed to the Partnership and paying any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. The assets of any such trust shall be distributed to the General Partner and the Limited Partners from time to time at such times and in such amounts as determined, in the reasonable discretion of the General Partner (or such other Person responsible for overseeing the winding up and dissolution of the Partnership), to be appropriate in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the General Partner and the Limited Partners pursuant to this Agreement; or

(b) withheld to provide a reasonable reserve for Partnership liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Partnership, provided that such withheld amounts shall be distributed to the General Partner and the Limited Partners as soon as practicable.

ARTICLE X
MISCELLANEOUS

10.1 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally; three (3) business days after the date of mailing, if mailed, by first class mail, registered or certified, postage prepaid; one (1) business day after delivery to the courier if sent by private receipt courier guaranteeing next day delivery, delivery charges prepaid, and in each case, addressed as set forth on Exhibit A hereto or at such other place as the respective Partner may, from time to time, designate in a written notice to the other Partners. All communications among Partners in the normal course of the Partnership business shall be deemed sufficiently given if sent by regular mail, postage prepaid.

10.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

10.3 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforced by any creditor of the Partnership or any Partner.

10.4 Remedies Cumulative. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

10.5 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.6 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.7 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.8 Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

10.9 Further Action. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

10.10 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.11 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Partners, without regard to the principles of conflicts of laws.

10.12 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership Property.

10.13 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day first above set forth.

GENERAL PARTNER:

LEAR OPERATIONS CORPORATION a Delaware corporation

By: /s/ Joseph F. McCarthy

Name: Joseph F. McCarthy
Title: Vice President, Secretary and General Counsel

LIMITED PARTNER:

LEAR CORPORATION MENDON a Delaware corporation

By: /s/ Joseph F. McCarthy

Name: Joseph F. McCarthy
Title: Vice President

EXHIBIT A

AGREEMENT OF LIMITED PARTNERSHIP
OF
LEAR KENTUCKY, L.P.,
A DELAWARE LIMITED PARTNERSHIP

NAMES AND ADDRESSES	CAPITAL CONTRIBUTIONS	GROSS ASSET VALUE OF PROPERTY CONTRIBUTED	PERCENTAGE INTERESTS
GENERAL PARTNER:			
Lear Operations Corporation	See Schedule A	$ 30,766,000	99.9%
LIMITED PARTNER:			
Lear Corporation Mendon	$ 30,766	$ 30,797	0.1%
TOTALS	$ 30,796,796	$ 30,796,797	100%

Schedule A

1. All of Lear Operations Corporation's ("LOC") right, title and interest in real property located at 12510 Westport Road, Louisville, Kentucky 40241 (the "Louisville Facility"), together with all assets and tangible personal property of LOC used in connection with the operation of the Louisville Facility of every kind and description, real, personal and mixed, wherever located and whether or not reflected on the books and records of LOC, including, without limitation:

   a. All buildings located at the Louisville Facility;

   b. All equipment, computer hardware and software, machinery, tools, electronics, appliances, spare parts, supplies, vehicles and furniture located at or used in connection with the Louisville Facility;

   c. All work-in-progress and inventory of every sort and in any medium related to the Louisville Facility;

   d. All of LOC's right, title and interest in and claims or obligations under any contracts or agreements relating to assets or properties used in connection with the operation of the Louisville Facility or employees of the Louisville Facility;

   e. Any bank accounts and funds contained therein relating to the Louisville Facility; and

   f. All other assets, properties and rights of every kind and nature owned or held by LOC and used in or relating to the operation of the Louisville Facility on the date hereof, known or unknown, fixed or unfixed, whether or not specifically referred to in this Agreement;

   provided, however, that the Assets shall not include patented and proprietary designs, materials, know-how, customer relations, manufacturing techniques and systems, or any other intellectual property that may be employed by Lear Kentucky in manufacturing, marketing and selling automotive or light truck components.

2. All of LOC's right, title and interest in real property located at 850 Industrial Road, P.O. Box 1167, Madisonville, Kentucky 42431 (the

("Madisonville Facility"), together with all assets and tangible personal property of LOC used in connection with the operation of the Madisonville Facility of every kind and description, real, personal and mixed, wherever located and whether or not reflected on the books and records of LOC, including, without limitation:

a. All buildings located at the Madisonville Facility;

b. All equipment, computer hardware and software, machinery, tools, electronics, appliances, spare parts, supplies, vehicles and furniture located at or used in connection with the Madisonville Facility;

c. All work-in-progress and inventory of every sort and in any medium related to the Madisonville Facility;

d. All of LOC's right, title and interest in and claims or obligations under any contracts or agreements relating to assets or properties used in connection with the operation of the Madisonville Facility or employees of the Madisonville Facility;

e. Any bank accounts and funds contained therein relating to the Madisonville Facility; and

f. All other assets, properties and rights of every kind and nature owned or held by LOC and used in or relating to the operation of the Madisonville Facility on the date hereof, known or unknown, fixed or unfixed, whether or not specifically referred to in this Agreement;

provided, however, that the Assets shall not include patented and proprietary designs, materials, know-how, customer relations, manufacturing techniques and systems, or any other intellectual property that may be employed by Lear Kentucky in manufacturing, marketing and selling automotive or light truck components.

FIRST AMENDMENT

THIS FIRST AMENDMENT, dated as of December 30, 1998 (this "Amendment"), to the Limited Partnership Agreement of Lear Kentucky, L.P., a Delaware limited partnership (the "LP"), dated as of December 31, 1997 (as amended, supplemented or otherwise modified from time to time, the "LP Agreement"), by Lear Operations Corporation, a Delaware corporation (the "General Partner"), and Lear Corporation Mendon, a Delaware corporation (the "Limited Partner" and together with the General Partner, the "Partners").

WITNESETH

WHEREAS, the Partners desire to change the general partner of the LP;

NOW THEREFORE, the Partners hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the LP Agreement and used herein shall have the meanings given to them in the LP Agreement.

2. Amendments to LP Agreements.

(a) The introductory paragraph to the LP Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

"This AGREEMENT OF LIMITED PARTNERSHIP (this "Agreement") is entered into this 31st day of December, 1997, by and between Lear Operations Corporation, a Delaware corporation, as the Limited Partner, and Lear Corporation Mendon, a Delaware corporation, as the General Partner, pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, on the following terms and conditions:"

(b) Exhibit A to the LP Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof the Exhibit A attached hereto.

3. Effectiveness. This Amendment shall become effective as of December 30, 1998.

4. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successor, transferees and assigns.

IN WITNESS WHEREOF, the Partners have executed this Amendment as of the day first above set forth.

LEAR OPERATIONS CORPORATION

By: /s/ Raymond F. Lowry

Name: Raymond F. Lowry
Title: Vice President and Treasurer

LEAR CORPORATION MENDON

By: /s/ Joseph F. McCarthy

Name: Joseph F. McCarthy
Title: Vice President and Secretary

EXHIBIT A
AGREEMENT OF LIMITED PARTNERSHIP
OF
LEAR KENTUCKY, L.P.
A DELAWARE LIMITED PARTNERSHIP

NAMES	CAPITAL CONTRIBUTIONS	GROSS ASSET VALUE OF PROPERTY CONTRIBUTED	PERCENTAGE INTEREST
LIMITED PARTNER:			
Lear Operations Corporation	See Schedule A	$30,766,000	99.9%
GENERAL PARTNER:			
Lear Corporation			
Mendon	$ 30,766	$ 30,797	0.1%
TOTALS	$ 30,796,796	$30,796,796	100%

Schedule A

1. All of Lear Operations Corporation's ("LOC") right, title and interest in real property located at 12510 Westport Road, Louisville, Kentucky 40241 (the "Louisville Facility"), together with all assets and tangible personal property of LOC used in connection with the operation of the Louisville Facility of every kind and description, real, personal and mixed, wherever located and whether or not reflected on the books and records of LOC, including, without limitation:

   a. All buildings located at the Louisville Facility;

   b. All equipment, computer hardware and software, machinery, tools, electronics, appliances, spare parts, supplies, vehicles and furniture located at or used in connection with the Louisville Facility;

   c. All work-in-progress and inventory of every sort and in any medium related to the Louisville Facility;

   d. All of LOC's right, title and interest in and claims or obligations under any contracts or agreements relating to assets or properties used in connection with the operation of the Louisville Facility or employees of the Louisville Facility;

   e. Any bank accounts and funds contained therein relating to the Louisville Facility; and

   f. All other assets, properties and rights of every kind and nature owned or held by LOC and used in or relating to the operation of the Louisville Facility on the date hereof, known or unknown, fixed or unfixed, whether or not specifically referred to in this Agreement;

   provided, however, that the Assets shall not include patented and proprietary designs, materials, know-how, customer relations, manufacturing techniques and systems, or any other intellectual property that may be employed by Lear Kentucky in manufacturing, marketing and selling automotive or light truck components.

2. All of LOC's right, title and interest in real property located at 850 Industrial Road, P.O. Box 1167, Madisonville, Kentucky 42431 (the "Madisonville Facility"), together with all assets and tangible personal property of LOC used in connection with the operation of the Madisonville Facility of every kind and description, real, personal and mixed, wherever located and whether or not reflected on the books and records of LOC, including, without limitation:

a. All buildings located at the Madisonville Facility;

b. All equipment, computer hardware and software, machinery, tools, electronics, appliances, spare parts, supplies, vehicles and furniture located at or used in connection with the Madisonville Facility;

c. All work-in-progress and inventory of every sort and in any medium related to the Madisonville Facility;

d. All of LOC's right, title and interest in and claims or obligations under any contracts or agreements relating to assets or properties used in connection with the operation of the Madisonville Facility or employees of the Madisonville Facility;

e. Any bank accounts and funds contained therein relating to the Madisonville Facility; and

f. All other assets, properties and rights of every kind and nature owned or held by LOC and used in or relating to the operation of the Madisonville Facility on the date hereof, known or unknown, fixed or unfixed, whether or not specifically referred to in this Agreement;

provided, however, that the Assets shall not include patented and proprietary designs, materials, know-how, customer relations, manufacturing techniques and systems, or any other intellectual property that may be employed by Lear Kentucky in manufacturing, marketing and selling automotive or light truck components.

SECOND AMENDMENT

THIS SECOND AMENDMENT, dated as of December 31, 1998 (this "Amendment"), to the Limited Partnership Agreement of Lear Kentucky, L.P., a Delaware limited partnership (the "LP"), dated as of December 31, 1997 (as amended, supplemented or otherwise modified from time to time, the "LP Agreement"), by Lear Corporation Mendon, a Delaware corporation (the "General Partner"), and Lear Midwest, Inc., a Kentucky corporation (the "Limited Partner" and together with the General Partner, the "Partners").

W I T N E S E T H

WHEREAS, the Partners desire to change the name of the LP;

NOW THEREFORE, the Partners hereby agrees as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the LP Agreement and used herein shall have the meanings given to them in the LP Agreement.

2. Amendments to the LP Agreement.

(a) The title page to the LP Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

AGREEMENT OF LIMITED PARTNERSHIP
OF
LEAR MIDWEST AUTOMOTIVE, LIMITED PARTNERSHIP
(f/k/a Lear Kentucky, L.P.),
A DELAWARE LIMITED PARTNERSHIP

(b) The first page of the LP Agreement is hereby amended by deleting the title portion of the page preceding the first, introductory, paragraph by deleting it in its entirety and inserting in lieu thereof the following:

AGREEMENT OF LIMITED PARTNERSHIP
OF
LEAR MIDWEST AUTOMOTIVE, LIMITED PARTNERSHIP
(f/k/a Lear Kentucky, L.P.),
A DELAWARE LIMITED PARTNERSHIP

(c) The first "Whereas" clause to the LP Agreement is hereby amended by deleting the "Lear Kentucky, L.P." in the first sentence thereof and inserting in lieu thereof "Lear Midwest Automotive, Limited Partnership (f/k/a Lear Kentucky, L.P.)."

(d) Section 2.2 to the LP Agreement is hereby amended by deleting the words "Lear Kentucky, L.P." in the first sentence thereof and inserting in lieu thereof "Lear Midwest Automotive, Limited Partnership (f/k/a Lear Kentucky, L.P.)."

(c) Exhibit A to the LP Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof the Exhibit A attached hereto.

3. Effectiveness. This Amendment shall become effective as of December 31, 1998.

4. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successor, transferees and assigns.

IN WITNESS WHEREOF, the Partners have executed this Amendment as of the day first above set forth.

LEAR MIDWEST, INC.

By: /s/ Joseph F. McCarthy

Name: Joseph F. McCarthy
Title: Vice President and Secretary

LEAR CORPORATION MENDON

By: /s/ Raymond F. Lowry

Name: Raymond F. Lowry
Title: Vice President and Treasurer

EXHIBIT A

AGREEMENT OF LIMITED PARTNERSHIP
OF
LEAR MIDWEST AUTOMOTIVE, LIMITED PARTNERSHIP
(f/k/a Lear Kentucky, L.P.),
A DELAWARE LIMITED PARTNERSHIP

NAMES	CAPITAL CONTRIBUTIONS	GROSS ASSET VALUE OF PROPERTY CONTRIBUTED	PERCENTAGE INTEREST
LIMITED PARTNER:			
Lear Midwest, Inc.	See Schedule Al	$30,766,000	
	See Schedule A2	$37,500,000	99.9%
GENERAL PARTNER:			
Lear Corporation			
Mendon	$ 30,766	$ 30,797	
	$ 37,500	$ 37,500	0.1%
TOTALS	$ 68,334,297	$68,334,297	100%

Schedule A1

1. All of Lear Operations Corporation's ("LOC") right, title and interest in real property located at 12510 Westport Road, Louisville, Kentucky 40241 (the "Louisville Facility"), together with all assets and tangible personal property of LOC used in connection with the operation of the Louisville Facility of every kind and description, real, personal and mixed, wherever located and whether or not reflected on the books and records of LOC, including, without limitation:

   a. All buildings located at the Louisville Facility;

   b. All equipment, computer hardware and software, machinery, tools, electronics, appliances, spare parts, supplies, vehicles and furniture located at or used in connection with the Louisville Facility;

   c. All work-in-progress and inventory of every sort and in any medium related to the Louisville Facility;

   d. All of LOC's right, title and interest in and claims or obligations under any contracts or agreements relating to assets or properties used in connection with the operation of the Louisville Facility or employees of the Louisville Facility;

   e. Any bank accounts and funds contained therein relating to the Louisville Facility; and

   f. All other assets, properties and rights of every kind and nature owned or held by LOC and used in or relating to the operation of the Louisville Facility on the date hereof, known or unknown, fixed or unfixed, whether or not specifically referred to in this Agreement;

   provided, however, that the Assets shall not include patented and proprietary designs, materials, know-how, customer relations, manufacturing techniques and systems, or any other intellectual property that may be employed by Lear Kentucky in manufacturing, marketing and selling automotive or light truck components.

2. All of LOC's right, title and interest in real property located at 850 Industrial Road, P.O. Box 1167, Madisonville, Kentucky 42431 (the "Madisonville Facility"), together with all assets and tangible personal property of LOC used in connection with the operation of the Madisonville Facility of every kind and description, real, personal and mixed, wherever located and whether or not reflected on the books and records of LOC, including, without limitation:

a. All buildings located at the Madisonville Facility;

b. All equipment, computer hardware and software, machinery, tools, electronics, appliances, spare parts, supplies, vehicles and furniture located at or used in connection with the Madisonville Facility;

c. All work-in-progress and inventory of every sort and in any medium related to the Madisonville Facility;

d. All of LOC's right, title and interest in and claims or obligations under any contracts or agreements relating to assets or properties used in connection with the operation of the Madisonville Facility or employees of the Madisonville Facility;

e. Any bank accounts and funds contained therein relating to the Madisonville Facility; and

f. All other assets, properties and rights of every kind and nature owned or held by LOC and used in or relating to the operation of the Madisonville Facility on the date hereof, known or unknown, fixed or unfixed, whether or not specifically referred to in this Agreement;

provided, however, that the Assets shall not include patented and proprietary designs, materials, know-how, customer relations, manufacturing techniques and systems, or any other intellectual property that may be employed by Lear Kentucky in manufacturing, marketing and selling automotive or light truck components.

Schedule A2

1. All of LOC's right, title and interest in real property located at 2821 Muth Court, Sheboygan, Wisconsin 53082 (the "Sheboygan F&A Facility"), together with all assets and tangible personal property of LOC used in connection with the operation of the Sheboygan F&A Facility of every kind and description, real, personal and mixed, wherever located and whether or not reflected on the books and records of LOC, including, without limitation:

   a. All buildings located at the Sheboygan F&A Facility;

   b. All equipment, computer hardware and software, machinery, tools, electronics, appliances, spare parts, supplies, vehicles and furniture located at or used in connection with the Sheboygan F&A Facility;

   c. All work-in-progress and inventory of every sort and in any medium related to the Sheboygan F&A Facility;

   d. All of LOC's right, title and interest in and claims or obligations under any contracts or agreements relating to assets or properties used in connection with the operation of the Sheboygan F&A Facility or employees of the Sheboygan F&A Facility;

   e. Any bank accounts and funds contained therein relating to the Sheboygan F&A Facility; and

   f. All other assets, properties and rights of every kind and nature owned or held by LOC and used in or relating to the operation of the Sheboygan F&A Facility on the date hereof, known or unknown, fixed or unfixed, whether or not specifically referred to in this Agreement;

   provided, however, that the Assets shall not include patented and proprietary designs, materials, know-how, customer relations, manufacturing techniques and systems, or any other intellectual property that may be employed by Lear Kentucky in manufacturing, marketing and selling automotive or light truck components.

2. All of LOC's right, title and interest in real property located at 2907 North 21st Street, Sheboygan, Wisconsin (the "Sheboygan Manufacturing Facility"), together with all assets and tangible personal property of LOC used in connection with the operation of the Sheboygan Manufacturing Facility of every kind and description, real, personal and mixed, wherever located and whether or not reflected on the books and records of LOC, including, without limitation:

a. All buildings located at the Sheboygan Manufacturing Facility;

b. All equipment, computer hardware and software, machinery, tools, electronics, appliances, spare parts, supplies, vehicles and furniture located at or used in connection with the Sheboygan Manufacturing Facility;

c. All work-in-progress and inventory of every sort and in any medium related to the Sheboygan Manufacturing Facility;

d. All of LOC's right, title and interest in and claims or obligations under any contracts or agreements relating to assets or properties used in connection with the operation of the Sheboygan Manufacturing Facility or employees of the Sheboygan Manufacturing Facility;

e. Any bank accounts and funds contained therein relating to the Sheboygan Manufacturing Facility; and

f. All other assets, properties and rights of every kind and nature owned or held by LOC and used in or relating to the operation of the Sheboygan Manufacturing Facility on the date hereof, known or unknown, fixed or unfixed, whether or not specifically referred to in this Agreement;

provided, however, that the Assets shall not include patented and proprietary designs, materials, know-how, customer relations, manufacturing techniques and systems, or any other intellectual property that may be employed by Lear Kentucky in manufacturing, marketing and selling automotive or light truck components.

3. All of LOC's right, title and interest in real property located at 2924 South 31st Street, Sheboygan, Wisconsin (the "Substrates Facility"), together with all assets and tangible personal property of LOC used in connection with the operation of the Substrates Facility of every kind and description, real, personal and mixed, wherever located and whether or not reflected on the books and records of LOC, including, without limitation:

a. All buildings located at the Substrates Facility;

b. All equipment, computer hardware and software, machinery, tools, electronics, appliances, spare parts, supplies, vehicles and furniture located at or used in connection with the Substrates Facility;

c. All work-in-progress and inventory of every sort and in any medium related to the Substrates Facility;

d. All of LOC's right, title and interest in and claims or obligations under any contracts or agreements relating to assets or properties used in connection with the operation of the Substrates Facility or employees of the Substrates Facility;

e. Any bank accounts and funds contained therein relating to the Substrates Facility; and

f. All other assets, properties and rights of every kind and nature owned or held by LOC and used in or relating to the operation of the Substrates Facility on the date hereof, known or unknown, fixed or unfixed, whether or not specifically referred to in this Agreement;

provided, however, that the Assets shall not include patented and proprietary designs, materials, know-how, customer relations, manufacturing techniques and systems, or any other intellectual property that may be employed by Lear Kentucky in manufacturing, marketing and selling automotive or light truck components.

4. All of LOC's right, title and interest in real property located at 3708 Enterprise Drive, Janesville, Wisconsin 53546 (the "Janesville Facility"), together with all assets and tangible personal property of LOC used in connection with the operation of the Janesville Facility of every kind and description, real, personal and mixed, wherever located and whether or not reflected on the books and records of LOC, including, without limitation:

a. All buildings located at the Janesville Facility;

b. All equipment, computer hardware and software, machinery, tools, electronics, appliances, spare parts, supplies, vehicles and furniture located at or used in connection with the Janesville Facility;

c. All work-in-progress and inventory of every sort and in any medium related to the Janesville Facility;

d. All of LOC's right, title and interest in and claims or obligations under any contracts or agreements relating to assets or properties used in connection with the operation of the Janesville Facility or employees of the Janesville Facility;

e. Any bank accounts and funds contained therein relating to the Janesville Facility; and

f. All other assets, properties and rights of every kind and nature owned or held by LOC and used in or relating to the operation of the Janesville Facility on the date hereof, known or unknown, fixed or unfixed, whether or not specifically referred to in this Agreement;

provided, however, that the Assets shall not include patented and proprietary designs, materials, know-how, customer relations, manufacturing techniques and systems, or any other intellectual property that may be employed by Lear Kentucky in manufacturing, marketing and selling automotive or light truck components.

SHELLER-GLOBE CORPORATION
ARTICLES OF INCORPORATION, AS AMENDED
AGREEMENT OF MERGER

AGREEMENT OF MERGER dated as of February 24, 1986, by and between Sheller-Globe Corporation, an Ohio corporation (hereinafter sometimes called "Sheller-Globe") and NEACSUB, INC., a Delaware corporation (hereinafter sometimes called "NEACSUB"), both of such corporations being sometimes referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, Sheller-Globe was incorporated under the laws of the State of Ohio on February 23, 1929, presently exists, and is in good standing under the laws of the State of Ohio; and

WHEREAS, NEACSUB was incorporated under the laws of the State of Delaware on February 18, 1986, presently exists, and is in good standing under the laws of the State of Delaware; and

WHEREAS, the Board of Directors of Sheller-Globe and NEACSUB deem it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that NEACSUB be merged into Sheller-Globe upon the terms and conditions hereinafter set forth, and such Boards of Directors have approved this Agreement of Merger; and

WHEREAS, NEAC, INC., a Delaware corporation (the "Purchaser"), NEACSUB (which is a wholly-owned subsidiary of the Purchaser), and Sheller-Globe have entered into an Agreement and Plan of Merger, dated as of the date hereof (the "Agreement and Plan"), providing for the acquisition of Sheller-Globe by the Purchaser by means of merger of NEACSUB into Sheller-Globe and setting forth certain representations, warranties, covenants and agreements in connection with the merger;

NOW, THEREFORE, it is agreed that NEACSUB shall be merged into Sheller-Globe on the following terms and in the following manner:

ARTICLE I

Effective Time

This Agreement of Merger, if not terminated as provided in Article XV hereof, shall become effective on the day and time (the "Effective Time") when a certificate complying with the provisions of Section 1701.81, Ohio Revised Code, containing a signed copy of this Agreement of Merger or a copy thereof, is duly filed with the Secretary of State of the State of Ohio, which filing shall be made either at the same time or following the time a certificate complying with the provisions of Section 252 of the General Corporation Law of the State of Delaware is duly filed with the Secretary of State of the State of Delaware.

ARTICLE II

Merger

NEACSUB shall be merged into Sheller-Globe at the Effective Time pursuant to Section 1701.78 and other applicable provisions of Chapter 1701 of the Ohio Revised Code, on the terms and conditions hereinafter set forth. The separate corporate existence of NEACSUB shall cease at the Effective Time, and Sheller-Globe, which shall survive such merger, shall continue in existence. This Agreement of Merger shall constitute the Articles of Incorporation, as amended, of Sheller-Globe as the surviving corporation (hereinafter called the "Surviving Corporation" or the "Corporation").

ARTICLE III

Name of Surviving Corporation

The name of the Surviving Corporation shall be Sheller-Globe Corporation.

ARTICLE IV

Purposes

The purposes of the Surviving Corporation are as follows:

(a) To engage in and carry on a general manufacturing and mercantile business, including the manufacture, purchase, sale, lease and otherwise dealing in materials of any name or nature, and the doing of all things incident or convenient thereto.

(b) To maintain and operate motor vehicle repair shops and garages.

(c) To purchase, acquire, hold, convey, lease, mortgage or otherwise dispose of property, real or personal, tangible or intangible.

(d) To borrow money and issue, sell or pledge bonds, promissory notes, bills of exchange, debentures and other obligations or evidences of indebtedness, payable at specified time or times, or payable on the happening of a specified event or events, whether secured by mortgage, pledge or otherwise, or unsecured.

(e) To purchase, acquire, guarantee, hold and dispose of shares, bonds and other evidences of indebtedness, or contracts of any corporation, domestic or foreign.

(f) To purchase, hold, sell and transfer shares of its own capital stock (of any class), bonds, and other obligations of the Corporation from time to time, to such extent, and in such manner and upon such terms as its Board of Directors shall

determine; provided, that the Corporation shall not use any of its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital; and, provided further, that shares of its own capital stock belonging to the Corporation shall not be voted.

(g) To engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98 of the Ohio Revised Code.

ARTICLE V

Statutory Agent and Principal Office

The statutory agent of the Surviving Corporation, upon whom any process, notice, or demand against either of the Constituent Corporations or the Surviving Corporation may be served, shall be CT Corporation System, 815 Superior Avenue, N.E., Cleveland, Ohio 44114. The principal office of the Surviving Corporation shall be in Toledo, Lucas County, Ohio.

ARTICLE VI

Code of Regulations

The Code of Regulations of the Surviving Corporation shall be the amended Code of Regulations of Sheller-Globe.

ARTICLE VII

Board of Directors

The names of the directors of the Surviving Corporation at the time the merger becomes effective shall be:

Chester Devenow
Lawrence E. Brinn
Frank N. Ikard
Marshall S. Cogan
Stephen C. Swid
Jeffrey B. Lane
Alan D. Feld

who shall serve until their successors have been duly elected or appointed and qualified or until their earlier death, resignation, or removal from office. If any of the persons named shall be unable or unwilling to serve as a director of the Corporation, the Board of Directors of the Corporation may fill such vacancy as provided in Section 1701.58 of the Ohio Revised Code.

ARTICLE VIII

Authorized Capital

The authorized capital of the Surviving Corporation shall be 24,000,000 shares of Common Stock, no par value.

ARTICLE IX

Stated Capital

The stated value of each share of Common Stock, no par value, shall be $1.00 per share. The stated capital of the Surviving Corporation at the Effective Time shall be determined by multiplying the number of each outstanding share by its stated value.

ARTICLE X

Capital and Surplus

The earned surplus of the Surviving Corporation shall be the earned surplus of Sheller-Globe at the Effective Time of the merger, and the capital surplus of the Surviving Corporation shall be the capital surplus of Sheller-Globe at the Effective Time of the merger plus capital surplus arising upon the merger of NEACSUB into Sheller-Globe.

ARTICLE XI

Conversion of Shares

At the Effective Time, by virtue of the merger and without any further action on the part of NEACSUB or Sheller-Globe or a holder of any of the Shares (individually a "Share" and collectively the "Shares") of common stock, no par value, of Sheller-Globe (the "Common Stock"):

(a) Each Share issued and outstanding (which for purposes of this Agreement shall include Shares which are reserved for issuance in connection with prior mergers involving Sheller-Globe) immediately prior to the Effective Time (other than Dissenting Shares, as hereinafter defined, Shares owned by Purchaser, NEACSUB or any other subsidiary of Purchaser and Shares held in the treasury of Sheller-Globe) shall be converted into and shall represent the right to receive (i) $39 in cash (the "Cash Amount") and (ii) such Discount Junior Subordinated Notes (the "Junior Notes") to be issued by the Surviving Corporation

having terms and provisions substantially in the form set forth in Annex I hereto and in such principal amount (the "Note Amount") and bearing such rate of interest as would cause such Junior Notes to have a market value, in the Investment Bankers' Opinion, equal to approximately $7.73 (the "Note Value") (the Cash Amount and the Note Amount are hereinafter sometimes collectively referred to as the "Merger Consideration"). For the purposes of this subparagraph (a), the Investment Bankers' Opinion shall mean the joint opinion with respect to the market value of the Junior Notes of Merrill Lynch Capital Markets of Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and Bear, Stearns & Co. Inc. ("Bear Stearns"), financial advisors to the Company, and Shearson Lehman Brothers Inc. ("Shearson"), financial advisor to Purchaser and Sub (or, if Merrill Lynch and Bear Stearns on the one hand and Shearson on the other hand are unable to agree, an opinion of another investment banking firm of national standing chosen by them), which market value shall be determined on a fully distributed basis after the close of business on the second business day prior to the date of the Shareholders' Meeting (as defined in Section 3.10 of the Agreement and Plan).

(b) Each Share held in the treasury of Sheller-Globe and each Share owned by Purchaser, NEACSUB, or any subsidiary of Sheller-Globe, immediately prior to the Effective Time shall be cancelled and cease to exist, and no payment or other consideration shall be made in respect thereof.

(c) Each share of common stock, par value $.01 per share, of NEACSUB issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of common stock, no par value, of the Surviving Corporation.

(d) Notwithstanding anything in this Agreement to the contrary, Shares which are outstanding immediately prior to the Effective Time and which are held by shareholders who shall not have voted such Shares in favor of the adoption of this Agreement and the approval of the merger and who shall have delivered a written demand for payment of the fair cash value of such Shares in the manner provided in Section 1701.85, Ohio Revised Code, ("Dissenting Shares") shall not be converted into or be exchangeable for the right to receive the Merger Consideration, but the holders thereof shall be entitled to payment of the fair cash value of such Shares in accordance with the provisions of Section 1701.85, Ohio Revised Code; provided, however, that (i) if any holder of Dissenting Shares shall subsequently withdraw his demand for payment of the fair cash value of such Shares (with the consent of the Surviving Corporation), or (ii) if any holder fails to comply with such Section 1701.85 (unless the Surviving Corporation acting through its Board of Directors waives such failure), or (iii) if the Surviving Corporation and the holder of Dissenting Shares shall not have come to an agreement as to the fair cash value of such holder's Dissenting Shares, and neither such holder of Dissenting Shares nor the

Surviving Corporation has filed or joined in a petition demanding a determination of the value of all Dissenting Shares within the period provided in Section 1701.85, Ohio Revised Code, the right and obligation of such holder or holders, as the case may be, to receive such fair cash value and to sell such Shares shall terminate, and such Shares shall thereupon be deemed to have been extinguished and to have been converted into, at the Effective Time, the right to receive the Merger Consideration, without interest thereon.

(e) The Surviving Corporation shall (i) assume the obligations, if any, to pay the fair cash value of any Shares as to which the holders thereof have perfected dissenters' rights under Section 1701.85, Ohio Revised Code, and (ii) notify the Disbursing Agent (hereinafter defined) of the names of the holders who have, and the number of Shares with respect to which there are, perfected statutory rights of dissenting shareholders. Persons who have perfected statutory rights of dissenting shareholders as aforesaid shall not be paid by the Disbursing Agent as provided in this Agreement except upon instructions from the Surviving Corporation.

ARTICLE XII

Surrender of Shares

(a) At or prior to the Effective Time, there shall have been deposited in trust with a disbursing agent (the "Disbursing Agent") as agent for the holders of Shares, the cash and Junior Notes to which holders of Shares shall be entitled at the Effective Time pursuant to subparagraph (a) of Article XI and subparagraph (b) of this Article XII. As soon as practicable after the Effective Time, the Disbursing Agent shall mail to each record holder, as of the Effective Time, of an outstanding certificate or certificates which immediately prior to the Effective Time represented Shares (individually, a "Certificate" and collectively the "Certificates"), a letter of transmittal and instructions for use in effecting the surrender of the Certificates for payment thereof. Upon surrender to the Disbursing Agent of a Certificate, together with such duly executed letter of transmittal, the holder of such Certificate shall receive in exchange therefor (i) cash in an amount equal to the product of the number of Shares represented by such Certificate and the Cash Amount and (ii) subject to subparagraph (b) of this Article XII, a Junior Note in principal amount equal to the product of the number of Shares represented by such Certificate and the Note Amount. No interest will be paid or accrued on the cash payable upon the surrender of Certificates. Interest shall accrue and be payable with respect to the Junior Notes only to the extent that the Junior Notes, by their terms, specifically provide for the accrual and payment of interest, provided, however, that no interest or other distribution payable after the Effective Time with respect to the Junior

Notes shall be paid to the holder of any unsurrendered Certificate until the holder thereof surrenders such Certificate. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive the Merger Consideration, and until such surrender and exchange, no cash or Junior Notes shall be delivered to the holder of such outstanding Certificate in respect thereof. If payment is to be made to a person other than the person in whose name a surrendered Certificate is registered, it shall be a condition to such payment that the Certificate so surrendered shall be endorsed or shall be otherwise in proper form for transfer and that the person requesting such payment shall have paid any transfer and other taxes required by reason of such payment in a name other than that of the registered holder of the Certificate surrendered or shall have established to the satisfaction of Purchaser that such tax either has been paid or is not payable. If any cash or Junior Notes deposited with the Disbursing Agent for purposes of payment in exchange for such Shares remains unclaimed following the expiration of six months after the Effective Time, such cash or Junior Notes shall be delivered to Purchaser by the Disbursing Agent and, thereafter the surrender and exchange shall be effected directly with Purchaser. From and after the Effective Time, the holders of Certificates shall cease to have any rights with respect to such Shares, except as otherwise provided herein or by law.

(b) Junior Notes shall be issued only in denominations of $1,000 and integral multiples of $1,000. Former holders of Shares will not be entitled to receive Junior Notes in principal amounts less than $1,000, or in principal amounts in excess of $1,000 but less than the next highest integral multiple of $1,000 ("Fractional Amounts") but will instead be entitled to receive from the Disbursing Agent a cash payment in lieu of Fractional Amounts in an amount equal to the Fractional Amount multiplied by a fraction, the numerator of which is the Note Value and the denominator of which is the Note Amount.

(c) At and after the Effective Time, the stock transfer books of the Surviving Corporation shall be closed and there shall be no further registration of transfers of Shares thereafter on the records of the Surviving Corporation. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged for the Merger Consideration, as provided in this Article XII.

ARTICLE XIII

Preemptive Rights

The holders of Common Stock shall not have any preemptive rights to subscribe to any obligations or securities issued by the Corporation.

ARTICLE XIV

Effect of the Merger

At the Effective Time, all and singular, the rights, privileges, immunities, powers, goodwill, franchises and authority, of a public as well as of a private nature, all property, real, personal and mixed, and every interest therein, and all debts and obligations belonging to NEACSUB shall be, and they hereby are, bargained, conveyed, granted, confirmed, transferred, assigned and set over to and vested in, the Surviving Corporation without further act or deed, and become property and rights and interests of the Surviving Corporation as they were of NEACSUB; and all rights of creditors of, and all liens upon any property of NEACSUB shall be preserved unimpaired, and all obligations, debts, duties and liabilities of NEACSUB (including, without limitation, the indemnification of officers or directors of NEACSUB to the extent they would have been indemnified by NEACSUB), any agreement to which NEACSUB shall be a party at the Effective Time of the merger and any action or failure to act of whatsoever nature on the part of NEACSUB prior to the Effective Time of the merger, shall attach to the Surviving Corporation, and may be enforced against it, to the same extent as if said obligations, debts, duties and liabilities had been incurred or contracted by it. Sheller-Globe and NEACSUB each agrees that it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as the Surviving Corporation may deem necessary or desirable in order to effectuate the foregoing and otherwise to carry out the intent and purpose of this Agreement of Merger.

ARTICLE XV

Termination of Merger

Anything in this Agreement of Merger or elsewhere to the contrary notwithstanding, this Agreement of Merger shall terminate forthwith in the event that the Agreement and Plan shall be terminated as therein provided. In the event of the termination of this Agreement of Merger this Agreement of Merger shall forthwith become null and void.

ARTICLE XVI

Counterparts

This Agreement of Merger may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE XVII

Amendment

Any of the terms or conditions of this Agreement of Merger may be waived at any time by whichever of the Constituent Corporations is, or the shareholders of which are, entitled to the benefit thereof by a writing executed on behalf of such Constituent Corporation; and this Agreement of Merger may be amended, modified or supplemented in any manner by an agreement in writing executed on behalf of the Constituent Corporations, at any time before or after approval of this Agreement of Merger by the shareholders of Sheller-Globe; provided, however, that no such waiver, amendment, modification or supplement which shall materially adversely affect the rights of such shareholders shall be made after approval by the shareholders of Sheller-Globe without the further approval of such shareholders.

ANNEX I TO THE AGREEMENT OF MERGER

Issue:	Discount Junior Subordinated Notes ("the Junior Notes")
Issuer:	Sub/the Surviving Corporation
Market Value:	Approximately $7.73 per Share
Principal Amount:	Approximately $15.50 per Share in current market conditions, subject to adjustment as provided in the Merger Agreement.
Interest Payments:	Accrued from , 1991, payable on a semi-annual basis in arrears commencing on , 1991.
Coupon:	14-1/2% per annum, but subject to adjustment under certain conditions described more fully in the Merger Agreement.
Term:	, 2001 (approximately the fifteenth anniversary of issuance).
Redemption:	Notes may be redeemed at any time, in whole or in part, at the Company's option, at par plus accrued interest.
Mandatory Redemption:	A mandatory sinking fund equal to 20% of the principal amount would commence on , 1997 (approximately the eleventh anniversary of issuance).
Subordination:	Payment of the principal of and interest on Notes will be subordinated in right of payment to the prior payment in full of all senior and senior subordinated indebtedness. The indenture will not restrict the Company from incurring additional senior indebtedness.
Covenants:	The Company will duly pay (or cause to be paid) principal of and interest on, and sinking fund payments for, the Notes. The Company will also maintain an office or agency in New York for presentation and surrender of the Notes. The Company will deposit with a Paying Agent, on or before each due date of principal and/or interest, a sum sufficient to pay such amount becoming due. The Company will do all things to preserve (1) its corporate existence, and (2) its material rights, provided that the Company shall not be required to preserve any such rights or franchise if the Board of Directors determines that preservation thereof is no longer desirable in the conduct of business of the Company, and loss thereof is not disadvantageous to Note holders in any material respect.
Listing and Registration:	The Junior Notes will be issued subject to a Registration Statement. The Company will use its best efforts to have the Junior Notes listed on a national securities exchange.

CERTIFICATE OF AMENDMENT
by Shareholders to the Articles of Incorporation of

SHELLER-GLOBE CORPORATION
- ---
(Name of Corporation)

David K. Ware , who is:
- ---

[ ] Chairman of the Board [ ] President [X] Vice President (check one)

and

Evelyn Simon , who is [X] Secretary [ ] Assistant Secretary (Check one)
- ---

of the above named Ohio corporation for profit do hereby certify that: (check the appropriate box and complete the appropriate statements)

[ ] a meeting of the shareholders was duly called for the purpose of adopting this amendment and held on _____, 19 _____ at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise _____% of the voting power of the corporation.

[X] in a writing signed by all of the shareholders who would be entitled to notice of a meeting held for that purpose, the following resolution to amend the articles was adopted:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended so as to change the FIRST Article thereof so that, as amended, said Article shall be and read as follows:

"FIRST: The name of the Corporation is United Technologies Automotive Systems, Inc."

IN WITNESS WHEREOF, the above named officers, acting for and on the behalf of the corporation, have hereto subscribed their names this 8th day of August, 1991.

By /s/ David K. Ware

(Chairman, President, Vice President)

By /s/ Evelyn Simon

(Secretary, Assistant Secretary)

NOTE: Ohio law does not permit one officer to sign in two capacities. Two separate signatures are required, even if this necessitates the election of a second officer before the filing can be made.

CERTIFICATE OF AMENDMENT

BY DIRECTORS OF

United Technologies Automotive Systems, Inc.
- ---------- (Name of Corporation)

Lawrence V. Mowell who is:
- ----------
[ ] Chairman of the Board [ ] President [X] Vice President (check one)

and

John Healy who is: [ ] Secretary [X] Assistant Secretary (check one)
- ----------
of the above named Ohio corporation for profit do hereby certify that:

[ ] a meeting of the Board of Directors called and held on the the ____ day of _____, 19 ____.

[X] in writing signed by all the Directors pursuant to Section 1701.54 of the Ohio Revised Code,

the following resolution was adopted pursuant to Section 1701.70(B)( )(insert the proper paragraph number) of the Ohio Revised Code:

RESOLVED, that the First Article to the Articles of Incorporation of United Technologies Automotive Systems, Inc. be deleted and replaced in its entirety with the following:

FIRST: The name of the corporation is Lear Corporation Automotive Systems.

RECEIVED

MAY 04 1999

J. KENNETH BLACKWELL
SECRETARY OF STATE

IN WITNESS WHEREOF, the above named officers, acting for and on behalf of the corporation, have hereunto subscribed their names this _____ day of _____, 19_____.

BY: /s/ L.V. Mowell

(Vice President)

BY: /s/ John Healy

(Assistant Secretary)

NOTE: Ohio law does not permit one officer or sign in two capacities. Two separate signatures are required, even if this necessitates the election of a second officer before the filing can be made.
(OHIO - 876 - 3/4/91)

CODE OF REGULATIONS
OF

LEAR CORPORATION AUTOMOTIVE SYSTEMS, INC.
(Revised March 11, 1999)

ARTICLE I
Offices

Section 1. Principal Office. The principal office of the Company shall be at such place in Ohio as may be designated from time to time in the Company's Articles of Incorporation.

Section 2. Other Offices. The Company shall also have offices at such other places within or without the State of Ohio as the Board of Directors of the Company (the "Board") may determine.

ARTICLE II
Meetings of Shareholders

Section 1. Annual Meeting. The annual meeting of shareholders for the purpose of electing directors, considering financial statements and other reports, and transacting such other business as may properly come before the meeting shall be held on the first Monday of the fourth month following the close of each fiscal year of the Company, if not a legal holiday, but if a legal holiday, then on the next business day following, or on such other day as the Board may designate.

Section 2. Special Meetings. Special meetings of shareholders may he called at any time by (i) the Company's Chairman of the Board, President or a Vice President (acting in the President's absence, death, or disability), (ii) a majority of the Board acting with or without a meeting, or (iii) the holder or holders of at least one-fourth (l/4) of all the shares of the Company outstanding and entitled to vote thereat.

Section 3. Place of Meetings. Meetings of shareholders shall be held at the principal office of the Company unless the Board decides that a meeting shall be held at some other place within or without the State of Ohio and causes the notice thereof to so state.

Section 4. Notice of Meetings. Unless waived, a written notice of the time, place, and purposes of any meeting of shareholders shall be given to each shareholder of record entitled thereto, determined as of the record date therefor. Such notice shall be given not less

than seven (7) days nor more than sixty (60) days before the date fixed for the meeting and as prescribed by law. Such notice shall be given either by personal delivery or by mail to each shareholder entitled to receive notice of or to vote at such meeting. If mailed, the notice shall be directed, postage prepaid, to the shareholders at their respective addresses as they appear upon the records of the Company, and notice shall be deemed to have been given on the day so mailed. If any meeting is adjourned to another time or place, no notice as to such adjourned meeting need to be given other than by announcement at the meeting at which such an adjournment is taken.

Upon request in writing delivered either in person or by registered mail to the President or Secretary by any person or persons entitled to call a meeting of the shareholders, such officer shall cause notice of such meeting to be given to the shareholders of record entitled thereto, determined as of a record date duly fixed therefor by the Board. Such meeting shall be held on a date not less than seven (7) days nor more than sixty (60) days after the receipt of such request. If such notice is not given within fifteen (15) days after the delivery or mailing of such request, the person or persons calling the meeting may fix the time of the meeting and give notice thereof as provided in this Section 4. The person or persons calling such meeting shall have such rights to determine the record dates therefor as provided in Section ss. 1701.45 of the Ohio Revised Code ("ORC").

Every person who, by operation of law, transfer or otherwise, shall become entitled to any share or right or interest therein shall be bound by every notice in respect of such share that, prior to his or her name and address being entered upon the books of the Company as the registered holder of such share, shall have been given to the person in whose name such share appeared of record.

Section 5. Waiver of Notice. Notice of the time, place, and purposes of any meeting of shareholders, whether required by law, the Articles of Incorporation of the Company (the "Articles"), or these Regulations, may be waived in writing, either before or after the holding of such meeting, by any shareholder entitled thereto, which writing shall be filed with or entered upon the records of the meeting. Attendance of any shareholder at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such shareholder of notice of such meeting. If all of the shareholders entitled to vote shall meet in person or by proxy and consent to holding a meeting, such meeting shall be valid for all purposes without call or notice, and at such meeting any action may be properly taken.

Section 6. Shareholders Entitled to Receive Notice and to Vote. If the record date shall not be fixed therefor or the books of the Company shall not be closed against transfers of shares pursuant to statutory authority, the record date for the determination of shareholders of the Company entitled to receive notice of or to vote at any meeting of shareholders shall be the date next preceding the day on which notice is given, or the date next preceding the day on which the meeting is held, as the case may be. Such record date shall continue to be the record date for all adjournments of the meeting unless a new record date shall be fixed and notice thereof and of the date of the adjourned meeting be given to all shareholders entitled to notice thereof accordance with the new record date so fixed.

Section 7. Quorum. The holders of shares entitling them to exercise a majority of the voting power of the Company, present in person or represented by proxy, shall constitute a quorum, except when a greater proportion is required by law, the Articles, or these Regulations.

At any meeting of shareholders at which a quorum is present, all questions and business that shall come before the meeting shall be determined by the vote of the holders of a majority of such voting shares as are represented in person or by proxy, except when a greater proportion is required by law, the Articles, or these Regulations. At any meeting of shareholders, whether a quorum is present or not, the holders of a majority of the voting shares represented by shareholders present in person or by proxy may adjourn such meeting from time to time and from place to place without notice other then by announcement at the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting as originally notified or held.

Section 8. Proxies. A person who is entitled to attend a shareholders meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting and vote thereat, and execute consents, waivers and releases, and exercise any of his or her other rights, by proxy or proxies appointed by a writing signed by such person.

A facsimile, telegram or cablegram appearing to have been transmitted by such person, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy shall be a sufficient writing.

No appointment of a proxy shall be valid eleven (11) months after it is made unless the writing specifies the date on which it is to expire or the length of time it is to continue in force. Every appointment of a proxy shall be revocable unless such appointment is coupled with an interest. Without affecting any vote previously taken, the person appointing the proxy may revoke a revocable appointment by a later appointment received by the Company or by giving notice of revocation to the Company in writing or in open meeting. The presence at a meeting of the person appointing a proxy does not revoke the appointment. A revocable appointment of a proxy is not revoked by the death or incompetency of the maker unless, before the vote is taken or the authority granted is otherwise exercised, written notice of such death or incompetency is received by the Company from the executor or administrator of the estate of such maker or from the fiduciary having control of the shares in respect of which the proxy was appointed.

Unless the writing appointing a proxy otherwise provides:

(1) Each and every proxy shall have the power of substitution, and when three (3) or more persons are appointed, a majority of them or their respective substitutes may appoint a substitute or substitutes to act for all; and

(2) If more than one proxy is appointed, then (a) with respect to voting or giving consents at a shareholders meeting, a majority of such proxies as attend the meeting, or if only one attends then that one, may exercise all the voting and consenting authority thereat; if an even number attend and a majority do not agree

on any particular issue, each proxy so attending shall be entitled to exercise such authority with respect to an equal number of shares; (b) with respect to exercising any other authority, a majority may act for all.

Section 9. Voting. At any meeting of shareholders, except as otherwise provided by law or by the Articles or these Regulations, each shareholder shall be entitled to one vote (or fraction thereof in case of fractional shares) in person or by proxy for each share of the Company (or fraction thereof in the case of fractional shares) registered in his or her name on the books of the Company on the date fixed pursuant to these Regulations as the record date for the determination of shareholders entitled to vote at such meeting, notwithstanding the prior or subsequent sale or other disposal of such share or shares or transfer of the same on the books of the Company on or after the date so fixed, or if no such record date shall have been fixed, then as of the date next preceding the date of such meeting.

Section 10. Financial Reports. At the annual meeting of shareholders, or a meeting held in lieu thereof, there shall be laid before the shareholders a financial statement of the Company, which may be consolidated, meeting the requirements of ORC ss. 1701.38(A) with an opinion appended thereto meeting the requirements of ORC ss. 1701.38(B).

Section 11. Action without Meeting. Any action that may be authorized or taken at any meeting of shareholders may be authorized or taken without a meeting in a writing or writings signed by all of the holders of shares who would be entitled to notice of a meeting of shareholders held for such purpose. Such writing or writings shall be entered upon the Company's records.

Section 12. Organization of Meetings. The President or, in his or her absence, a Vice President, shall call all meetings of the shareholders to order and shall act as Chairman thereof. If all of such persons are absent, then the shareholders shall elect a Chairman. The Secretary of the Company, or, in his or her absence, an Assistant Secretary, or, in the absence of both, a person appointed by the Chairman of the meeting, shall act as Secretary of the meeting and shall keep and make a record of the proceedings.

Section 13. List of Shareholders. At any meeting of shareholders, a list of shareholders, alphabetically arranged and showing their respective addresses and the number and classes of shares held by each on the record date applicable to such meeting, shall be produced on the request of an inspection at the meeting.

ARTICLE III
Directors

Section 1. General Powers of Board. All power and authority of the Company shall be exercised by or under the direction of the Board except where the law, the Articles, or these Regulations require action to be authorized or taken by the shareholders. Without prejudice to the general powers conferred by or implied in the preceding sentence, the Board shall have the power to: (i) fix, define and limit the powers and duties of all officers and

fix the salaries of all officers; (ii) appoint and, at their discretion with or without cause, remove or suspend such subordinate officers, assistants, managers, agents and employees as the Board may from time to time deem advisable, and determine their duties and fix their compensation; (iii) require any officer, agent or employee to furnish a bond for faithful performance in such amount and with such sureties as the Board may approve; (iv) designate a depository or depositories of the funds of the Company and the officer or officers or other persons who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Company; (v) appoint and remove transfer agents and/or registrars for the Company's shares; (vi) fix a time not exceeding sixty (60) days preceding the date of any meeting of shareholders, or the date fixed for the payment of any dividend or distribution, or the date for the allotment of rights, or (subject to contract rights with respect thereto) the date when any change or conversion or exchange of shares shall be made or go into effect, as a record date for the determination of the shareholders entitled to receive notice of and to vote at any such meeting, or entitled to receive payment of any such dividend, distribution, or allotment of rights, or to exercise the rights in respect to any such change, conversion or exchange of shares, and, in such case, only the persons who are shareholders of record on the date so fixed shall be entitled to receive notice of and to vote at such meeting, or to receive payment of such dividend, distribution, or allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Company after any record date fixed as aforesaid or change of ownership of any shares either before or after such record date, and such persons shall conclusively be deemed to be the shareholders of the Company on such record date, notwithstanding notice or knowledge to the contrary; and (vii) establish such rules and regulations respecting the issuance and transfer of shares and certificates for shares as the Board may consider reasonable.

Section 2. Number of Directors. The number of directors of the Company shall be determined by the shareholders from time to time in the manner set forth below, but shall not be less than three, provided that where all shares of the Company are owned of record by one or two shareholders, the number of directors may be less than three but not less than the number of shareholders. Subject to requirements of law, the Articles or these Regulations, the number of directors of the Company may be fixed or changed by resolution at any annual meeting of the shareholders or at any special meeting of shareholders called for that purpose, adopted by the vote of the holders of shares, present in person or by proxy, entitling them to exercise a majority of the voting power on such proposal of the shares represented at such meeting.

Section 3. Election of Directors. Directors shall be elected at the annual meeting of shareholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any shareholder entitled to vote at such election. Unless such a request is made, the election may be conducted in any manner approved at such meeting. Nominations for the election of directors may be made by the Board or by any shareholder entitled to vote for the election of directors. Any nominations by shareholders shall be made by notice in writing, delivered or mailed by first class mail, postage prepaid, to the Secretary of the Company not less than five (5) days prior to the meeting to which the

nomination relates. At each meeting of shareholders at which directors are to be elected, those persons receiving the greatest number of votes shall be directors.

Section 4. Term of Office. Directors shall hold office until the annual meeting next succeeding their election and until their successors are elected and qualified or until their earlier resignation, removal from office, or death.

Section 5. Vacancies. Vacancies in the Board may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Shareholders entitled to elect directors shall have the right to fill any vacancy in the Board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of shareholders called for that purpose, and any directors elected at any such meeting of shareholders shall serve until the next annual election of directors and until their successors are elected and qualified.

Section 6. Resignation From the Board. A resignation from the Board shall be deemed to take effect immediately upon receipt of a written statement thereof by any incumbent corporate officer other than an officer who is also the resigning director, unless some other time is specified in such written statement.

Section 7. Removal. Directors shall be subject to removal as provided by law or by other lawful procedures and nothing herein shall be construed to prevent the removal of any or all directors in accordance therewith.

Section 8. Meetings of the Board. A regular meeting of the Board shall be held immediately following the adjournment of each shareholders' meeting at which directors are elected. The holding of such shareholders meeting shall constitute notice of such Board meeting and such meeting shall be held without further notice. Other regular meetings shall be held at such other times and places as may be fixed by the Board. Special meetings of the Board may be held at any time upon call of the Chairman of the Board, President, a Vice President, or any two members of the Board. Notice of any special meeting of the Board shall be mailed to each director, addressed to such director at his or her residence or usual place of business, at least two (2) days before the day on which the meeting is to be held, or shall be sent to him or her at such place by facsimile, telegraph or cable, or be given personally or by telephone, not later than the day before the day on which the meeting is to be held. Every such notice shall state the time and place of the meeting but need not state the purposes thereof. Notice of any meeting of the Board need not be given to any director, however, if waived by him or her in writing or by facsimile, telegraph or cable, whether before or after such meeting, or if he or she shall be present at such meeting without protest prior to the commencement thereof.

All meetings of the Board shall be held at the office of the Company or at such other place, within or without the State of Ohio, as the Board may determine and as may be specified in the notice thereof.

Section 9. Quorum. A majority of the Board shall constitute a quorum for the transaction of business, provided that whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the

meeting from time to time, without notice other than by announcement at the meeting, until a quorum shall be present. At any meeting at which a quorum is present, all business that may come before the meeting shall be determined by a majority of votes cast by the members of the Board present at such meeting, unless the vote of a greater number is required by law, the Articles or these Regulations.

Section 10. Action without Meeting. Any action that may be authorized or taken at a meeting of the directors may be authorized or taken without a meeting in a writing or writings signed by all the directors, which writing or writings shall be filed with or entered upon the records of the Company.

Section 11. Compensation. The directors, as such, shall not receive any salary for their services, but by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board, provided that nothing herein contained shall be construed to preclude any director from serving the Company in any other capacity and receiving compensation therefor. Members of the executive committee or of any standing or special committee may, by resolution of the Board, be allowed such compensation for their services as the Board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

Section 12. By-Laws. For the government of its actions, the Board may adopt by-laws consistent with the Articles and these Regulations.

Section 13. Committees. The Board may by resolution provide for such standing or special committees as it deems desirable and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board. Vacancies in such committees shall be filled by the Board or as it may provide.

ARTICLE IV
Officers

Section 1. General Provisions. The Board shall elect a President, a Secretary and a Treasurer, and, in its discretion, a Chairman of the Board and such number of Vice Presidents as the Board may from time to time determine. The Board may from time to time create such other offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The Chairman of the Board shall be, but the other officers need not be, chosen from among the members of the Board. Any two or more of such offices may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required to be executed, acknowledged or verified by two or more officers. All officers, as between themselves and the Company, shall respectively have such authority and perform such duties as are customarily incident to their respective offices, and as may be specified from time to time by these Regulations and the Board, regardless of whether such authority and duties are customarily incident to such office. In the absence of any officer of the Company, or for any other reason the Board may deem sufficient, the powers or duties of

such officer, or any of them, may be delegated by the Board to any other officer or to any director of the Company. The Board may from time to time delegate to any officer authority to appoint and remove subordinate officers and to prescribe their authority and duty. The powers and duties of the officers described in Article IV of these Regulations are subject to change from time to time by the Board.

Section 2. Term of Office. The officers of the Company shall hold office at the pleasure of the Board, and unless sooner removed by the Board, until the meeting of the Board following the date of their election and until their successors are chosen and qualified. The Board may remove any officer at any time, with or without cause, by a majority vote. A vacancy in any office, however created, shall be filled by the Board.

Section 3. Chairman of the Board. The Chairman of the Board, if one be elected, shall preside at all meetings of the Board and shall have such other powers and duties as may be prescribed by the Board.

Section 4. President. The President shall be the chief executive and operating officer of the Company unless otherwise designated by the Board and shall exercise supervision over the business of the Company and over its several officers, subject, however, to the control of the Board. He or she shall preside at all meetings of shareholders and, in the absence of, or if a Chairman of the Board shall not have been elected, shall also preside at meetings of the Board. He or she shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, contracts, notes and other instruments requiring his or her signature, and shall have all the powers and duties prescribed for such office by the ORC and such others as the Board may from time to time assign to him or her.

Section 5. Vice Presidents. The Vice Presidents shall perform such duties as are conferred upon them by these Regulations or as may from time to time be assigned to them by the Board or the President. At the request of the President, or in his or her absence or disability, the Vice President designated by the President (or in the absence of such designation, the Vice President designated by the Board), shall perform all the duties of the President, and when so acting, shall have all the powers of the President. The authority of Vice Presidents to sign in the name of the Company all certificates for shares and authorized deeds, mortgages, bonds, contracts, notes and other instruments, shall be coordinated with like authority of the President. Any one or more of the Vice Presidents may be designated as an "Executive Vice President."

Section 6. Secretary. The Secretary shall keep minutes of all the proceedings of the shareholders and Board and shall make proper record of the same, which shall be attested by him or her; sign all certificates for shares, and all deeds, mortgages, bonds, contracts, notes, and other instruments executed by the Company requiring his or her signature; give notice of meetings of shareholders and directors; produce on request at each meeting of Shareholders for the election of directors a certified list of shareholders arranged in alphabetical order; keep such books as may be required by the Board; and perform such other and further duties as may from time to time be assigned to him or her by the Board or by the President.

Section 7. Treasurer. The Treasurer shall have general supervision of all finances. He or she shall receive and have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Company and shall do with the same as may from time to time be required by the Board. He or she shall cause to be kept adequate and correct accounts of the business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital, and shares, together with such other accounts as may be required, and, upon the expiration of his or her term of office, shall turn over to his or her successor or to the Board all property, books, papers and money of the Company in his or her hands; and he or she shall perform such other duties as from time to time may be assigned to him or her by the Board.

Section 8. Assistant and Subordinate Officers, The Board may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board and perform such duties as the Board may prescribe. The Board may, from time to time, authorize any officer to appoint and remove assistant and subordinate officers, to prescribe their authority and duties, and to fix their compensation.

ARTICLE V
Certificates for Shares

Section 1. Form and Execution. Certificates for shares shall be issued to each shareholder in such form as shall be approved by the Board. Such certificates shall be signed by the Chairman of the Board, the President or a Vice President and, if required by law, by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer of the Company, which certificates shall certify the number and class of shares held by the shareholder in the Company, but no certificate for shares shall be issued and delivered until such shares are fully paid. When such a certificate is countersigned by an incorporated transfer agent or registrar, the signature of any of said officers of the Company may be facsimile, engraved, stamped or printed. Although any officer of the Company whose manual or facsimile signature is affixed to a share certificate shall cease to be such officer before the certificate is delivered, such certificate shall be effective in all respects when delivered.

Such certificate for shares shall be transferable in person or the attorney, but, except as hereinafter provided in the case of lost, mutilated, or destroyed certificates, no transfer of shares shall be entered upon the records of the Company until the previous certificate, if any, given for the same shall have been surrendered and canceled.

The Board shall have authority to make such rules and regulations, not inconsistent with law, the Articles, or these Regulations, as it deems expedient concerning the issuance, transfer, and registration of certificates for shares and the shares represented thereby and may appoint transfer agents and registrars thereof.

Section 2. Lost, Mutilated, or Destroyed Certificates. If any certificate for shares is lost, mutilated or destroyed, the Board may authorize the issue of a new certificate in place thereof upon such terms and conditions as it may deem advisable. The Board in its

discretion may refuse to issue such new certificates until the Company has been indemnified to its satisfaction until it is protected to its satisfaction by a final order or decree of a court of competent jurisdiction.

Section 3. Registered Shareholders. A person in whose name shares are of record on the books of the Company shall conclusively be deemed the unqualified owner thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Company nor any transfer agent of the Company shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VI
Indemnification of Directors and Officers

Each person who at any time is or shall have been a director or officer of the Company, and his or her heirs, executors and administrators, shall be indemnified by the Company against any cost or expense reasonably incurred by him or her in connection with any threatened, pending, or completed action, suit or proceeding by reason of such or any other service to the Company or for service at the request of the Company as a director, trustee, officer, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise, and shall be advanced expenses, including attorneys' fees, incurred in defending any such action, suit, or proceeding, in accordance with and to the full extent permitted by the Ohio General Corporation Law in effect at the time of the adoption of these Regulations, or as amended from time to time thereafter. The foregoing right of indemnification and advancement of expenses shall not be deemed exclusive of other rights to which any director or officer may be entitled in any capacity as a matter of law or under any regulation, agreement, vote of directors or otherwise. Except as limited by the Ohio General Corporation Law, the Company and its directors and officers shall be fully protected in taking any action or making any payment under this section, or in refusing to do so, in reliance upon the advice of counsel. If authorized by the Board, the Company may purchase and maintain insurance against liability on behalf of any director, officer, employee or agent of the Company to the full extent permitted by law.

ARTICLE VII
Fiscal Year

The fiscal year of the Company shall end on December 31st of each year, or on such other day as may be fixed from time to time by the Board.

EXHIBIT 3.19
Unofficial English Translation

ARTICLES OF INCORPORATION

In Mexico City, on July thirtieth, nineteen hundred and forty one, before me RAFAEL DEL PASO, Esq., Public Notary holder of Notary number forty-eight of this city, appeared: Messieurs FERNANDO GERARD, HIPOLITO L. GERARD, MANUEL DE MEDINA BAEZA, CARLOS VILLEGAS, Jr., SAMUEL VILLEGAS, ARMANDO VILLEGAS and PABLO VILLEGAS, all on their own right and declared:

That they have decided to create a stock capital mercantile corporation and for said purpose with the writ herein the organize said corporation pursuant to the following

CLAUSES

FIRST

Messieurs Fernando Gerard, Hipolito L. Gerard, Manuel de Medina Baeza, Carlos Villegas, Jr., Samuel Villegas, Armando Villegas and Pablo Villegas, appear on their own right, and by means of the instrument herein organize a capital stock mercantile corporation, for which the provisions of this corporate organization agreement shall constitute the Bylaws.

SECOND

The objectives of the Corporation include the mercantile exploitation of the manufacturing and sale branches of steel seats for theatres, cinemas and other show or meeting centers; the manufacturing and sale of steel furniture; the manufacturing and sale of all type of furniture; and the representation or distribution of manufacturers, traders or commission agents of any of said items, as well as the execution of all type of agreements related to the corporate objectives and all those necessary or convenient for due performance of same --the Corporation cannot acquire real estate.

THIRD

The Corporation shall be domiciled in Mexico City, Federal District, being able to establish agencies or branches in other places of the Mexican Republic or abroad.

FOURTH

The name of the Corporation shall be "CENTRAL DE INDUSTRIAS, SOCIEDAD ANONIMA", being able to use the last two words abbreviated with the initials "S. A."

FIFTH

The Corporation's capital amounts to SEVENTY THOUSAND MEXICAN PESOS, which shall be divided in seventy shares of one thousand Mexican pesos each, all paid-up shares and registered to the bearer. The shares shall grant the holders equal rights and obligations, because the founders categorically declare that they do not reserve for themselves any privileges in the Corporation and the share titles or certificates shall include the inserts provided by article one hundred and twenty-five of the General Mercantile Corporations Law.

SIXTH

The amount of the capital stock is fully subscribed and paid, as follows:

Mr. Fernando Gerard, thirty shares, with a total value of thirty thousand pesos. $30,000.00.

Mr. Hipolito L. Gerard, seven shares, with a total value of seven thousand pesos. $7,000.00

Mr. Manuel de Medina Baeza, Esq., five shares, with a total value of five thousand pesos. $5,000.00

Mr. Carlos Villegas, Jr., seven shares, with a total value of seven thousand pesos. $7,000.00

Mr. Samuel Villegas, seven shares, with a total value of seven thousand pesos. $7,000.00

Mr. Armando Villegas, seven shares, with a total value of seven thousand pesos. $7,000.00

Mr. Pablo Villegas, seven shares, with a total value of seven thousand pesos. $7,000.00

For a total of seventy shares, with a total value of seventy thousand pesos. $70,000.00

The total amount of these shares, that is the amount of seventy thousand Mexican pesos, in cash is fully received by Mr. Fernando Gerard, as Chairman of the Corporation being organized, before the undersigned Notary who certifies.

SEVENTH

The Corporation shall have a life period as of its date of organization through December 31, nineteen hundred and fifty one.

EIGHT

It is an expressed agreement of this corporate agreement that all foreigners who participate in the granting of this instrument and any foreigner that acquires an interest or participation in this Corporation, is to be considered, by this sole fact, as a Mexican regarding his/her corporate interest or participation, and agree not to invoke to his/her government for protection, under penalty, in the event of infringement of this agreement, of losing his/her rights in favor of the Mexican Nation.--this stipulation shall appear in the Corporate share certificates.

NINTH

The Corporation shall be governed and managed by a Board of Directors, comprising five proprietary members, for whom, if so desired, alternates may be appointed, members who according to the order of their appointment shall hold the following positions: the First Member shall be the Chairman of the Board of Directors; the Second Member shall be the Treasurer of the Corporation; and the Fourth and Fifth Members shall not hold any appointment or special obligations. the members designated shall hold their offices indefinitely, until another General Stockholders' Meeting appoints new members and until the newly appointed members occupy the office. The Board of Directors of the Corporation shall have the use of the corporate firm, with extended administrative faculties, of ownership and for lawsuits and collections, with all the general and special powers requiring a special clause according to Law, pursuant to article two thousand, five hundred and fifty-four of the Civil Code, provision that to a word reads: "ARTICLE 2,554. For all the general powers of attorney for lawsuits and collections, it shall be sufficient to say that the power is granted with all the general and special powers which require a special clause pursuant to law, in order that they may be considered as granted without any limitation whatsoever. In general powers of attorney to administer properties it shall be sufficient to state that they are granted for that purpose, in order for the attorney-in-fact to have all kinds of administrative powers. In general power of attorney to exercise acts of ownership, it shall be sufficient that they be granted for that purpose in order for the attorney-in-fact to have all the powers of an owner, both with respect to the properties and in order to take all kinds of steps to defend them. If in any of the three foregoing cases, it is desired to limit the powers of an attorney-in-fact, the limitations shall be set forth or the powers of attorney shall be for specific matters. The notaries shall insert this article in all the testimonies of powers of attorney granted."

The appointed members, in order to take possession of their offices, shall provide the pledge determined during the General Stockholders' Meeting that appoints them. When the Board of Directors of the Corporation is not gathered, the faculties granted to it herein shall correspond, in full exercise, to the Chairman of said Board of Directors.

TENTH

The supervision of the Corporation shall be under a Corporate Official elected during a General Stockholders' Meeting, who shall hold his/her office until a

General Stockholders' Meeting makes a new appointment. The Corporate Official need not be a shareholder of the Corporation. In order to take over his/her position the appointed Corporate Official shall provide the guarantee set forth during a General Stockholders' Meeting that made the appointment.

ELEVENTH

The sovereign representation of the Corporation corresponds to the General Stockholders' Meetings. The General Regular Stockholders' Meetings shall be held once a year, within the first four months of the corporate period, at the place, day and hour set forth by the Board of Directors. Special Stockholders' Meetings shall be held in the cases provided by article one hundred and eighty two of the General Mercantile Corporations Law and when called by the Board of Directors or the Corporate Official or a group of stockholders representing twenty-five percent of the Corporation's shares. The notices for General Special and Regular Stockholders' Meetings shall be published one time, with the agenda in the Official Gazette of the Federation. However, the stockholders' meeting that represents all the capital stock can be organized in a General Regular and Special Stockholders' Meeting without previous Notice and with no other requirement and the decisions adopted during said Stockholders' Meeting shall be legally enforced, as long as they comply with the requirement provided in article one hundred and eighty-nine of the General Mercantile Corporations Law.

TWELFTH

In order to attend a General Stockholders' Meeting, the Stockholders must deposit their shares at the Treasury of the Corporation or in any Credit Institution, previously authorized for such purpose by the Board of Directors. This deposit shall be made at least twenty-four hours before the date on which the Meeting is to be held, except in the cases foreseen in the final part of the eleventh clause.

THIRTEENTH

The Stockholders' Meetings shall be presided by the Chairman of the Board of Directors of the Corporation and in the event the Chairman would be absent, the acting Chairman shall be the next member in its order and so on. At the beginning of each General Stockholders' Meeting, the person presiding it shall appoint a teller, who shall be in charge of drafting the attendance list, of notifying the identity of the attendees and of counting the total votes, which shall always be by show of hands.

FOURTEENTH

During the General Stockholders' Meeting, each share entitles to one vote. The resolutions shall be adopted by absolute majority of votes of the shares represented, the Chairman of the General Stockholders' Meeting shall have the casting vote in the event of a tie.

FIFTEENTH

The resolutions of the General Stockholders' Meetings adopted according to the terms hereof and to the General Mercantile Corporations Law bind all the Stockholders, even those absent or dissident.

SIXTEENTH

The corporate firm shall be held by the Board of Directors of the Corporation, the Chairman of said Board of Directors, the Managers appointed by the General Stockholders' Meeting, the Board of Directors or the Chairman of said Board, all the representatives to whom this clause makes reference having to use the corporate name, within the attributions set forth herein or assigned at the time they are appointed, as the case may be.

SEVENTEENTH

The corporate tax periods shall begin on April first of a calendar year and shall end on March thirty-one of the following calendar year.

EIGHTEENTH

The amount of the legal reserve of the Corporation shall be the fourth part of its capital stock.

NINETEENTH

At the end of each fiscal year, a general balance shall be prepared and the profits gained shall be distributed as follows: 1st. Five percent shall be set aside to for or rebuild, in its case, the legal reserve, until the amount corresponds to twenty-five percent of the capital stock. 2nd. Up to ten percent shall be set aside in order to create the special reserves agreed to during a General Stockholders' Meeting or to be distributed among the members of the Board of Directors of the Corporation, the Corporate Official and the managers or employees of same, as bonds agreed by the General Stockholders' Meeting. If the aforementioned ten percent were not fully or partially applied pursuant to the provisions of this item, the amount not applied shall be used as foreseen in next item. 3rd. From the remainder, a third shall be paid to "Credito Comercial Mexicano, Sociedad Anonima", as interest, because it is a credit institution that shall provide a credit to the Corporation being organized, pursuant to an agreement entered separately by both parties; and the other two thirds shall be proportionally distributed among the stockholders, prorated among all the stock certificates.

TWENTIETH

The Corporation shall be dissolved, in the cases provided in article two hundred and twenty-nine of the General Mercantile Corporations Law in force, and its

liquidation shall be performed by the last Board of Directors of the Corporation, which shall assume the obligations of liquidator, proceeding, in the event of absence, resignation or disability of the Board of Directors to perform this obligation, to appoint liquidators pursuant to chapter eleventh of the said General Mercantile Corporations Law in force, whose procedures shall be applied to all that is not foreseen in this clause, for the dissolution and liquidation of the Corporation.

TWENTY-FIRST

All matters not foreseen herein shall be governed by the provisions of the General Mercantile Corporations Law in force, and the Judges and Courts of Mexico City, Federal District, shall be the only competent ones to construct and enforce the agreement herein.

TWENTY-SECOND

The expenses caused by this writ and those of its registration shall be payable by the Corporation being organized.

FIRST TRANSITORY. The first fiscal year shall begin on the day corporate operations start through March thirty-one, nineteen hundred and forty-two.

SECOND TRANSITORY. The Board of Directors of the Corporation, under the provisions of article one hundred and twenty-six of the General Mercantile Corporations Law, can include several shares in a single certificate or title, both when issuing provisional share certificates and when issuing the final certificates on same.

THIRD TRANSITORY. The following persons are appointed as proprietary members to integrate, in the respective order, the Board of Directors of the Corporation: First Member, Chairman of the Board of Directors, Mr. Fernando Gerard; second Member Treasurer of the Corporation, Mr. Hipolito L. Gerard; Third Member Secretary of the Corporation, Mr. Manuel de Medina Baeza; Fourth Member Mr. Carlos Villegas, Jr.; Fifth Member Mr. Samuel Villegas, who by expressed agreement of the interested parties, guarantee its compliance with five hundred Mexican pesos, which they deposit as a guarantee in the safe of the Corporation, at its disposal.

FOURTH TRANSITORY. Mr. Gabriel Pedroza is appointed Corporate Official of the Corporation, who shall receive an annual salary of one hundred Mexican pesos and who guarantees its compliance with same with the amount of one hundred Mexican pesos, which in this act he submits in cash to the Board of Directors of the Corporation, so that this amount remains as a pledge in the safe of the Corporate.

FIFTH TRANSITORY. "Central de Industria, Sociedad Anonima", appoints as its special attorney in fact Mr. Fernando Gerard, so that he may, on behalf and

representing the Corporation, may grant with "Credito Comercial Mexicano, Sociedad Anonima" a loan for specific business purposes agreement in the amount of two hundred thousand Mexican pesos, with the remuneration foreseen in the third item of clause Nineteen hundred hereof, under the terms and conditions and with the guarantees that appear on the corresponding draft of said agreement, which in two originals was executed by all who appeared, submitting one to Mr. Fernando Gerard, for safekeeping, and another that shall serve as a model for granting the corresponding writ. This authorization to Mr. Fernando Gerard on behalf and representing "Central de Industrias, Sociedad Anonima" is expressly evidenced herein, because such person has interests in "Credito Comercial Mexicano, Sociedad Anonima", reason why it could be understood that there were opposing interests, for said individual to appear on behalf of "Central de Industrias, Sociedad Anonima", in the agreement executed by same with "Credito Comercial Mexicano, Sociedad Anonima".

SIXTH TRANSITORY. "Central de Industrias, Sociedad Anonima" appoints as its special attorney in fact Mr. Fernando Gerard so that he, on behalf and representing the Corporation, grants an agreement with "Credito Comercial Mexicano, Sociedad Anonima" for credit discounts for up to two hundred thousand Mexican pesos, with a ten percent global annual remuneration for operations in monthly installments for a period of up to two years, pursuant to the terms and conditions and with the guarantees that appear on the corresponding draft of said agreement, which was executed in two copies by all the individuals present, delivering one to Mr. Fernando Gerard for safekeeping and the other one shall serve as a model for the granting of the corresponding writ. This authorization to Mr. Fernando Gerard on behalf and representing "Central de Industrias, Sociedad Anonima" is expressly evidenced herein, because said individual has an interest in "Credito Comercial Mexicano, Sociedad Anonima", due to which it could be considered that there were opposing interests for said individual to appear on behalf of "Central de Industrias, Sociedad Anonima", in the agreement executed with "Credito Comercial Mexicano, Sociedad Anonima".

SEVENTH TRANSITORY. "Central de Industrias, Sociedad Anonima" appoints as its special attorney in fact Mr. Hipolito L. Gerard so that he, on behalf and representing the Corporation, grants with "Villegas Hermanos, Sociedad Anonima" and with Mr. Fernando Gerard, an agreement, in virtue of which "Central de Industrias, Sociedad Anonima" shall acquire from "Villegas Hermanos, Sociedad Anonima" the machinery, furniture and items property of the latter and Mr. Fernando Gerard shall assign to "Central de Industrias, Sociedad Anonima" the rights he has due to the exclusivity granted to him by "Villegas Hermanos, Sociedad Anonima" for the sale of steel seats and other furniture it manufactures.

The agreement shall be granted pursuant to the terms of the draft executed by the parties and the appointment of the special attorney in fact is made by virtue of the opposing interests which could exist between Mr. Fernando Gerard, who executes said agreement on his own right and "Central de Industrias, Sociedad Anonima", from which said person is the General Administrator.

EXHIBIT 3.20
Unofficial English Translation

BYLAWS
TITLE ONE
ORGANIZATION

FIRST. The Corporation is a stock corporation of variable capital ruled pursuant to these Bylaws and in all matters not foreseen on same, by the General Mercantile Corporation Law.

SECOND TITLE
NAME, ADDRESS, TERM AND OBJECTIVE

SECOND. The corporation is named "Lear Corporation Mexico", name which shall always be followed by the words "Sociedad Anonima de Capital Variable" (stock corporation with variable capital) or its abbreviation "S. A. de C. V.".

THIRD. The address of the corporation is Mexico City, Federal District, but the stockholders and the Board of Directors of the Corporation may open agencies or branches of the corporation in any part of Mexico and abroad, without same implying a change of domicile.

FOURTH. The term of the corporation is for ninety-nine years effective from the date of its organization.

FIFTH. The corporate objectives of the corporation are:

1. The manufacturing, purchase, sale, export and import, on its own or to the account of third parties, in Mexico or abroad, of all kind of springs, seats, components and parts for the interiors of vehicles and automobiles of the automotive industry, as well as theatres, cinema and other show and meeting places seats and all kind of furniture.

2. The promotion, organization and management of all kind of mercantile or civil companies.

3. The acquisition of interest or participation in other mercantile or civil companies, taking part in their organization or acquiring shares or participation in those already organized, as well as the sale or transfer of such shares or participations.

4. To provide the companies of which the corporation is stockholder or partner, or with which it establishes a business relationship, counseling and consulting services in industrial, accounting, mercantile or financial matters.

5. To acquire in property or by leasing or use in any way all kind of real estate or personal properties, as well as the real rights necessary for its corporate objectives.

6. To grant, issue, draft, accept, endorse, certify or by any other means execute, including as guarantor, all type of credit instruments authorized by law.

7. The Acquisition, possession, use and disposition of patents, invention certificates, licenses, inventions, improvements to technical procedures, trademarks and commercial names and all the other rights of industrial or intellectual property, of its property or of third parties.

8. The representation, as intermediary, agent, representative or in any other capacity, of any individual or corporation, whether Mexican or foreign.

9. To execute and/or perform, in Mexico or abroad, with its own means or to the account of others, all kind of acts (including those of domain), civil, mercantile, principal or guarantee or any other type of agreements or contracts authorized by Law, being able as well, whether as a guarantor, surety or in any other capacity, including as a joint or several debtor, to guarantee obligations and debts of companies with which it has a direct or indirect participation in the capital stock of the corporation or corporations belonging to its same corporative group.

THIRD TITLE
STOCK CAPITAL AND SHARES

SIXTH. The capital stock of the corporation is variable, with a fixed minimum capital of $117,500.00 (one hundred and seventeen thousand, five hundred pesos 00/100, Mexican currency), represented by 117,500 common shares. The variable capital of the corporation is unlimited.

SEVENTH. All the shares of the capital stock, including any preferential shares or those with special rights or with limited vote, shall be registered without a par value. All the shares shall be of free subscription and designated Series "B" shares unless: (i) the stockholders decide or is thus required by any law, for the shares to be issued reserved to Mexican stockholders, which shall be designated as Series "A", same which shall correspond to the portion of capital which the stockholders decide or, in its case, for the laws of regulatory provisions reserve to Mexican stockholders, except when the subscription or acquisition of said shares by foreign investors is authorized by the corresponding authorities or by applicable laws in matters of foreign investment; or (2) when shares called "neutral" should be issued, pursuant to the provisions of the respective authorization, same which shall be designated Series "N" shares.

EIGHTH. Except of the preferential shares or with special or limited rights that are issued, all the shares shall grant the same rights and obligations.

NINTH. The stock capital increases and reductions shall be subject to the following provisions:

a) The minimum capital increases and reductions of the corporation shall be made by means of a stockholders' resolution. The increases and reductions of the variable capital, insofar as this does not require a special quorum pursuant to these bylaws, may be made by means of a stockholders agreement.

b) No new shares shall be issued, until those shares previously issued have been fully paid.

c) The authorized, but still not subscribed shares and those shares, which have been amortized or withdrawn, must be kept in the Treasury of the Corporation.

d) Only those shares fully paid may be amortized or withdrawn.

e) The amortization and withdrawal of shares shall be made in proportion to the stockholders, except when otherwise adopted by the stockholders and respecting, in its case, the withdrawal right of the stockholders set forth in the Sixteenth Clause.

f) The amortization of shares with distributable profits, as foreseen in article 136 of the General Mercantile Corporations Law are hereby authorized, except for the provision of subparagraph III of the aforementioned article when the stockholders by unanimous vote accept the designation of shares to be acquired to amortize same.

FOURTH TITLE
PREFERENTIAL RIGHTS

TENTH. Each registered stockholder shall have a preference to subscribe and acquire the new shares issued by the Corporation when making any capital stock increase, in proportion to the number of shares held prior to the increase and without counting, for the purposes of said proportion, the shares possessed by stockholders which do not exercise their preferential rights, provided, with respect to stockholders which are foreign investors and if so required by the applicable legal provisions, if same obtain the corresponding prior permit from the corresponding authorities to increase their proportion of shares, in its case, with the understanding that alternatively each of said foreign stockholders shall have the right to in order to acquire them to appoint one or more third parties with the legal capacity for same, pursuant to the same terms and conditions set forth for the other subscribing stockholders on the increase in question. Said preferential right may be exercised within fifteen days following the publication of the resolution decreeing the capital increase in the official journal of the corporate domicile or else within 15 days following the date on which each stockholder is notified in writing by the corporation with respect to the capital increase decreed.

FIFTH TITLE
SHARE CERTIFICATES AND STOCKHOLDERS REGISTRY

ELEVENTH. The provisional stock certificates and the final stock certificates shall have progressive numbering and shall include all the data set forth in article one hundred and twenty-five of the General Mercantile Corporations Law, as well as the complete text of the Fifteenth Clause of the instrument herein and shall be signed by two Proprietary or Alternate Corporate Officials, with the understanding that said signatures may be printed by facsimile. The final stock certificates may have attached dividend coupons.

TWELFTH. All the stock certificates may cover one or several shares and any stockholder may request for the Board of Directors the exchange of any certificate previously issued on its name by one or several new certificates covering his/her shares, provided the total number of shares covered by said new certificates remains the same as the total number of shares covered by the substituted shares. The cost of any certificate exchanged requested by a stockholder shall be payable by said stockholder.

THIRTEENTH. In the event of loss, theft, misplacement or destruction of any provisional or final stock title, its replacement shall be subject to the provisions of the First Chapter, First Title of the General Credit Instruments and Operations Law. All the duplicate stock certificates shall bear a notice indicating that they are duplicates and that the corresponding original certificates are left without no value. All the expenses corresponding to the replacement of said stock certificates shall be at the exclusive expense of the holder of the replaced certificate.

FOURTEENTH. The corporation shall keep a Stockholders Registry therein evidencing all the shares issued, as well as the name, address and citizenship of the holders of same and if the shares have been fully or partially paid, the exhibitions made and all the share transfers.

This registry shall be kept by the Secretary of the Corporation. All share transfers shall become effective with respect to the Corporation, as of the day the transfer has been recorded in the Stockholders' Registry of the Corporation. The Secretary shall be obliged to proceed to make the registries foreseen in the clause herein.

SIXTH TITLE
FOREIGN STOCKHOLDERS

FIFTEENTH. All foreigner who in the act of organization or at any other future time acquires an interest or corporate participation, for that simple fact, shall be considered as Mexican with respect to said interest or participation, assets, rights, concessions, participations or interests of which the corporation is a holder and of the rights and obligations arising from the agreements which are a part of the corporation with Mexican authorities and shall be understood that he/she agrees not to invoke the protection of his government, under penalty, in the event of not complying with this agreement, of losing said interest or participation to the benefit of Mexico.

SEVENTH TITLE
STOCKHOLDERS' AGREEMENTS AND MEETINGS

SIXTEENTH. The stockholders holding a meeting or by means of agreements resolved by them outside a meeting, pursuant to the provisions hereinafter set forth, constitute the supreme body of the corporation and its resolutions shall be binding for all the stockholders and, in the event of resolutions adopted during a meeting, even for those absent or dissident. In the event of a meeting, the dissident stockholders shall enjoy the rights granted in articles 201 (two hundred and one) and 206 (two hundred and six) of the General Mercantile Corporations Law and the absent stockholders, in its case, the right referred to in article 201 (two hundred and one) of the same law. In the event of withdrawal of any stockholders, same shall be pursuant to the provisions of article 220 (two hundred and twenty) of the General Mercantile Corporations Law and the value of the reimbursement shall be the accounting value of the share, pursuant to the Financial Statements of the corporate period immediate prior to the exercise during which the notice of withdrawal was received by the corporation, approved by the stockholders.

SEVENTEENTH. The stockholders' meeting shall be regular, special and exceptional.

a) Regular stockholders' meeting shall be those that meet to handle any of the following issues: 1) those referred to in article 180 (one hundred and eight) of the General Mercantile Corporation Law; 2) those referred to in article 181 (one hundred and eighty-one) of the General Mercantile Corporations Law; 3) all other issues included in the Order of the Day and which, pursuant to law or these Bylaws, are not expressly reserved to a Special or Exceptional Stockholders' Meeting; and 4) the report to the stockholders on the general balance and the corresponding statement of results for the corporate period of each corporation on which the corporation is a holder of the majority of the shares or social parts.

b) The special meetings shall be those that meet for the purpose of discussing any of the following issues:

1. Extension of the corporate term
2. Advance dissolution of the corporation
3. Increase or reduction of the minimum capital
4. Change of the corporate objectives
5. Change of nationality of the corporation
6. Transformation of the corporation
7. Merger with another corporation
8. Division of the corporation
9. Issuance of privileged shares
10. Amortization by the corporation of its own shares on the minimum or variable capital or the issuance of shares with limited rights.
11. Issuance of bonds.
12. Any amendment to the bylaws.
13. Any other issues for which a special majority of quorum of assistance or voting is set forth.

c) Exceptional stockholders' meetings shall be those called for any category of stockholders to discuss any issue which could damage the rights of said category of stockholders.

EIGHTEENTH. The stockholders' meetings shall be subject to the following provisions:

a) Except when otherwise provided herein, the stockholders' meeting may be held when considered convenient by the Board of Directors, the Chairman of the Board or at the request of any Corporate Officer or of stockholders holding, in total, a number of shares which represents at least 33% (thirty-three percent) of the capital subscribed and paid of the corporation or of the category of stockholders who wish to hold an exceptional stockholders' meeting or by any stockholders in the cases foreseen in article 185 (one hundred and eighty five) of the General Mercantile Corporations Law.

b) The regular stockholders meeting must be held at least once a year within four months following the closing of each corporate fiscal year and may include among the subject to be handled a report to the stockholders on the general balance and the corresponding statement of results for the corporate period immediately prior of each company of which the corporation holds the majority of the shares or corporate parts.

c) All the stockholders' meetings shall be held at the domicile of the corporation except in cases of force majeure or acts of God.

d) The call to any of the meetings shall be made by the Board of Directors or by the Corporate Official or in accordance with the provisions of articles 168 (one hundred and sixty-eight), 184 (one hundred and eighty-four) and 185 (one hundred and eighty-five) of the General Mercantile Corporations Law.

e) The call shall be published in one of the newspapers of largest circulation or in the Official Gazette of the corporate domicile of the corporation at least fifteen days in advance of the date of any stockholders' meeting.

f) The call shall include at least the date, hour and place of the stockholders' meeting, as well as the order of the day for same and shall be signed by the Chairman or Secretary of the Corporation or by the individual assigned by the Board of Directors or by the Corporate Official or in their absence, by a competent judge pursuant to the provisions of articles 168 (one hundred and sixty-eight), 184 (one hundred and eighty-four) and 185 (one hundred and eighty-five) of the General Mercantile Corporations Law.

g) In addition to the publication of the call, and except with a written waiver of same or to the provisions in the next item of this clause, the individuals of the corporation acknowledge as stockholders at the date of the call, as well as all the Corporate Officials and their alternates, must be called to all stockholders' meetings, in writing, at least fifteen days in advance of the date same is held, by telex, telegram, fax or cablegram, confirmed via certified air mail if the addressee resides abroad and confirmed by certified mail if the addressee resides in the United States of Mexico, prepaid postage, to the last address said stockholders and proprietary and alternate corporate officials have recorded in the office of the Secretary of the Corporation, with the understanding that the stockholders residing abroad may register with the corporation a second address located in the Republic of Mexico where the additional copy of the personal call should be submitted.

h) Any stockholders' meeting may be held without the prior need of a call and each stockholders' meeting which has been opened without the publication of a call and which is adjourned for any reason, may meet without prior call, if the stockholders who possess or represent all the shares with a right to vote on said stockholders' meeting are present or represented at the time of voting.

i) The stockholders may be represented at any stockholders' meeting by a person appointed in writing as proxy. For this purpose, the proprietary or alternate members of the Board of Directors and the proprietary or alternate corporate officials may not be attorneys in fact of the stockholders.

j) Except in the case of a legal order to the contrary, to be present at any stockholders' meeting of the corporation, only the holders of shares that are individuals or corporations whose names appear recorded in the Stockholders Registry Book shall be acknowledged and said recording in the aforementioned

book shall be sufficient to allow the entrance of said person to a stockholders' meeting.

k) All the stockholders' meeting shall be presided by the Chairman of the Board of Directors, assisted by the Secretary of the Corporation and in the absence of one or the other or of both, in their place the acting Chairman and Secretary shall be whoever is appointed by the stockholders' meeting by simple majority of votes.

l) Before the stockholders' meeting is open, the individual presiding same shall appoint one or more tellers to count the individuals present at the meeting, the number of shares which they hold or represent and the number of votes which each has the right to issue.

m) To legally consider a regular stockholders' meeting open held on a first call the holders of at least 50% (fifty percent) of the shares issued with the right to vote must be present or represented. Any regular stockholders' meeting held on a second or ulterior call shall be legally open regardless of the number of shares held by the stockholders present or represented.

n) To consider a meeting legally open on a special meeting held on a first call the holders of at least 75% (seventy-five percent) of the shares issued with the right to vote must be present or represented. To consider a special meeting legally installed held on second or ulterior call at least 50% (fifty percent) of the shares issued with the right to vote must be present or represented.

o) With respect to the assistance quorum for opening an exceptional stockholders' meeting, the provisions set forth in the article 195 (one hundred and ninety-five) of the General Mercantile Corporations Law shall rule.

p) With the exception of the shares of limited voting rights issued by the corporation, each share provides the right to issue one vote in any regular, special stockholders' meeting or in any exceptional stockholders' meeting held by the holders of shares of the same category.

q) Having evidenced the existence of quorum for the stockholders' meeting, the individual presiding same shall declare the stockholders' meeting legally open and shall submit to their considerations the items of the Order of the Day.

r) All the voting shall be by show of hand, unless those present possess or represent a majority of the shares present agree for the voting to be in writing.

s) For the validity of the resolutions adopted during any regular stockholders' meeting held on the first or ulterior call, the affirmative vote of the holders of at least a majority of shares with the right to vote present or represented is required.

t) For the validity of the resolutions adopted during any special stockholders' meeting held on the first or ulterior call, the affirmative vote of the holders of at least 50% (fifty percent) of the shares with the right to vote present or represented is required.

u) With respect to the voting on exceptional stockholders' meeting the provisions of article 195 (one hundred and ninety five) of the General Mercantile Corporations Law shall be fulfilled.

v) The Secretary shall draft the minutes of each stockholders' meeting, to be entered in the book of minutes and which shall be executed, at least, by the acting Chairman and Secretary.

In addition, a file shall be open which shall include at least the following:

i) A copy of the newspapers wherein the call was published, in its case, and of all the personal notices delivered.

ii) The proxy letters which were submitted or a summary of same certified by the teller or tellers.

iii) The reports, opinions and all other documents which would have been submitted to the stockholders' meeting.

iv) A copy of the stockholders' meeting minutes.

w) If for any reason a stockholders' meeting legally convened is not held, this fact and the causes shall be entered in the book of minutes, opening a file pursuant to the foregoing item.

NINETEENTH. The stockholders may adopt resolutions outside stockholders' meetings of any type, provided they are adopted by the unanimous vote of all the stockholders with the right to vote and provided the votes are confirmed in writing by them, either directly or through the person appointed in writing. In all cases a file shall be open which shall include the proxies attached to the written confirmation or a summary of same certified by the Secretary, the reports, opinions and all other documents which would have been delivered to the stockholders and a copy of the written confirmation of the resolutions adopted. The text of said confirmation may be transcribed in the corresponding Book of Minutes.

EIGHTH TITLE
CORPORATE MANAGEMENT

TWENTIETH. The corporation shall be managed by a Sole Administrator or by a Board of Directors integrated by at least 2 (two) members, who may be stockholders or not.

TWENTY-FIRST. Each stockholder or stockholders who possess or jointly possess shares representing a total of twenty-five percent (25%) of all the shares issued by the corporation shall have the right to appoint a member of the Board, pursuant to article 144 (one hundred and forty-four) of the General Mercantile Corporations Law. The shares which serve as the basis to elect one or several members pursuant to the provisions of this clause shall not be taken into account for the election of any other member.

TWENTY-SECOND. Each stockholders or group of stockholders of the corporation who elects one or more proprietary members shall also have the right to name one or more alternates to substitute same during any meeting to which the proprietary member does not assist or in the event of death, removal, resignation, legal disability or any other permanent impediment which would hinder the ability of the proprietary member to duly fulfill its obligations. An alternate member may indistinctly replace any of the Proprietary Members, without being able to act simultaneously in substitution of more than one proprietary member.

TWENTY-THIRD. The Proprietary Members and their alternates shall hold their office for 1 (one) year. The proprietary and alternate members may be removed at any time by the stockholders. The appointment of one or more members appointed by a minority of stockholders may only be revoked what the appointment of the rest of the members of the Board is likewise revoked. The Proprietary and Alternate members shall continue performing their obligations until their successors take over the office. The proprietary and alternate members may be reelected. When the required quorum can not be met due to the decease, removal, resignation, legal disability or any other permanent impediment of one or more members or their alternates, the corporate official or officials by majority shall designate one or more successors, as the case may be, to cover the vacant office or offices until a stockholders' meeting appoints the successor or successors, in its case.

TWENTY-FOURTH. In the case of a meeting of the Board of Directors, same shall meet at the corporate address of the corporation or in any other place legally appointed. The Board may meet as many times as is considered necessary or convenient by its Chairman or by any of the acting proprietary or alternate corporate officials. The calls to the meetings of the Board must be submitted in writing to each of the proprietary and alternate members, as well as to all the proprietary and alternate members, at least fifteen (15) days in advance of the date of the meeting, by telex, telegram, fax or cablegram, confirming same by letter sent by certified air mail if the addressee resides abroad or by regular mail if the addressee resides in the United States of Mexico, postage paid, to the last address recorded with the Secretary by the addressee. The call shall include the hour, date, place and the Order of the Day of the meeting. Any meeting of the Board may be legally held even without a prior call when present at same are all the Proprietary members or their acting alternates, as well as the corporate officials and their alternates.

TWENTY-FIFTH. The meetings of the Board of Directors shall be subject to the following provisions:

a) There shall be quorum during any meeting of the Board of Directors when at least a majority of the proprietary members or their respective alternates are present.

b) The resolutions of the Board of Directors shall only be valid when approved by the affirmative vote of at least a majority of the proprietary or alternate members present.

The Chairman of the Board or his/her alternate shall have the casting vote in the event of a tie.

Minutes shall be drafted of all the meetings of the Board of Directors and same shall be entered in the corresponding book of minutes and executed at least by the Chairman and Secretary.

TWENTY-SIXTH. The Board of Directors may adopt resolutions outside a meeting of the Board, provided the resolutions are adopted by the unanimous vote of all the members, proprietary or alternate, of said Board and provided same are confirmed in writing by them. In all cases a file shall be open which shall include all the documents delivered to the members and a copy of the written confirmation of the resolutions adopted. The text of said confirmation shall be transcribed in the corresponding Book of Minutes.

TWENTY-SEVEN. The Sole Administrator or the Board of Directors shall have the most extended power of attorney provided by law to a general principal in order to execute all type of agreements and to carry out all type of actions and operations which by law or the provisions of the bylaws herein are not reserved to a stockholders' meeting, as well as to manage and direct the business of the corporation, to achieve each and everyone of the corporate objectives and to represent same before all type of authorities, whether legal (civil and criminal), labor or administrative, whether federal estate or municipal, with the most extended power of attorney for lawsuits and collects, acts of administration and of ownership, pursuant to the provisions of the first three paragraphs of article 2554 (two thousand, five hundred and fifty-four) of the Civil Code for the Federal District and the correlative articles of the Civil Codes for the States, even enjoying those faculties which require a special clause and those referred to in article 2587 (two thousand, five hundred and eighty-seven) of the Civil Code for the Federal District and the correlative articles of the Civil Codes for the States and those powers of attorney referred to in articles 2575 (two thousand five hundred and seventy-four), 2582 (two thousand five hundred and eighty-two) and 2593 (two thousand five hundred and ninety-three) of the Civil Code for the Federal District and the correlative articles of the Civil Codes for the States and expressly the faculties to manage labor relationships, to conciliate, appear at trial pursuant to the provisions of subparagraph I and VI of article 876 and article 878 of the Federal Labor Law and to execute agreements, as well as the faculties and authorizations pursuant to article 9 (nine) of the General Credit Instruments and Operations Law, including, but not limited to, the following:

a) To file claims and complaints and to desist from same, to file accusations, and to constitute themselves as assistants of the General Attorney's Office and grant pardons.

b) To file "amparo" suits and to desist from same.

c) To grant, without limitations or with those considered pertinent by the Board and to revoke all type of general and/or special powers of attorney, including, but not limited to, any of the faculties for acts of management, acts of ownership and for lawsuits and collections.

d) To delegate any of the faculties to any person or persons, managers, officers, attorneys in fact or committees which the Board may consider pertinent.

e) To withdraw from actions

f) To settle

g) To submit to arbitration

h) To answer and make interrogatories

i) To assign properties

j) To challenge

k) To receive payments

No member of the Board of Directors may, jointly or severely, exercise the aforementioned powers of attorney without the express authorization of the Board of Directors or of the stockholders.

NINTH TITLE
OFFICERS

TWENTY-EIGHTH. The Board of Directors shall appoint from among its members, a Chairman and a Secretary which need not be members and the latter shall also be the Secretary of the Corporation. In addition, the stockholders or the Board may appoint one or more General or Special Managers who need not be stockholders or members and who shall enjoy the faculties expressly granted to them.

The stockholders, at their discretion, may remove any of the individuals appointed pursuant to this clause. In addition, the Board of Directors may remove any of the individuals it has appointed.

TENTH TITLE
SUPERVISION OF THE CORPORATION

TWENTY-NINTH. The supervision of the corporation shall be entrusted to one or several corporate official. These officials need not be stockholders and shall be granted the rights and obligations set forth in article 166 and the next ones of the General Mercantile Corporations Law. The corporate officials shall hold office during one year or until their successors have been appointed and take over the office. Each stockholder or group of stockholders holding at least twenty-five percent of the shares issued by the corporation shall have the right to appoint a proprietary and alternate corporate official. Each stockholder or group of stockholders may elect a corporate official, may also appoint one or several alternate corporate officials who need not be stockholders to substitute the proprietary corporate officials during their temporary or permanent absences.

THIRTIETH. Any corporate official shall have:

a) The right to perform an annual audit and analysis of the books and records of the corporation for the purpose of issuing an opinion on the financial condition of the corporation, pursuant to the accounting principles generally accepted and consistently applied; and

b) At all times complete access during normal business hours of the corporation, to all the establishments, books, records, documents and information on or relative to the corporation and its operations.

THIRTY-FIRST. The corporation shall pay all the charges due on the fees and expenses of the external auditors of the corporation, with respect to their audits of the corporation. The corporation shall pay all the other charges of the corporate officials (proprietary and alternates) relative to the fulfillment of their supervisory operations as foreseen by law or in the bylaws herein.

ELEVENTH TITLE
PLEDGES OF THE BOARD MEMBERS, OFFICERS AND CORPORATE OFFICIALS

THIRTY-SECOND. The stockholders may resolve that the proprietary and alternate members of the Board of Directors, the Sole Administrator, officers, general managers, special managers, corporate officials and alternate corporate officials shall submit a pledge to guarantee the faithful fulfillment of their obligations.

TWELFTH TITLE
CORPORATE PERIOD, FINANCIAL STATEMENTS, RESERVES AND LIMITED RESPONSIBILITIES

THIRTY-THIRD. The corporate exercise of the corporation shall be a calendar year, except for the first period which shall conclude on December 31 of the year the corporation is organized.

THIRTY-FOUR. The corporation:

a) Shall keep the books, files and accounts in reasonable detail to reflect the exact and faithful operations and transfers of the corporate assets.

b) Shall prepare and keep a system of internal controls for its accounting that allows it to ensure that:

(i) The operations are carried out and the use of the right for disposing of assets is limited, pursuant to the general or special authorizations of the Board of Directors.

(ii) The operations carried out are reflected in the books in a manner necessary to allow the preparation of the financial statements, pursuant to the accounting principles generally accepted and to maintain due accounting records of the income, expenses and assets; and

(iii) The accounting of the assets shall be compared with the existing assets at reasonable intervals and appropriate steps shall be taken of any differences; and

c) Shall periodically prepare and deliver to the Board and to the corporate officials all other financial and accounting reports which may reasonably be requested by

the stockholders, the Board or the corporate officials and in the form requested by them.

THIRTY-FIFTH. The management report and the financial statements required pursuant to article 172 of the General Mercantile Corporations Law shall be prepared at the closing of each corporate period and shall include all the information required pursuant to said article. Said financial statements shall be prepared within three months following the closing of each corporate period and together with the management reports shall be placed at the disposal of the stockholders at least fifteen (15) days prior to the date set forth for the stockholders' meeting during which same shall be discussed.

THIRTY-SIXTH. After making the reserves required to pay the taxes, the profit sharing, the creation or increase of the legal reserve fund until same achieves, at least, on fifth of the capital stock, the profits obtained yearly by the corporation, pursuant to the approved general balance, shall be applied as provided in the stockholders' meeting.

THIRTY-SEVENTH. The founders of the corporation do not reserve any special interest on any of the corporate profits.

THIRTY-EIGHTH. With respect to the shares with a par value the responsibility of each stockholders shall be limited to the par value of the shares he/she holds and each stockholders shall be responsible for any unpaid par value on the shares. With respect to the shares without a par value, the responsibility of each stockholder shall be limited to the value of said shares attributed to the capital stock at the time said shares are issued and are subscribed.

THIRTEENTH TITLE
DISSOLUTION AND LIQUIDATION OF THE CORPORATION

THIRTY-NINTH. The corporation shall be dissolved in the cases listed on article 229 (two hundred and twenty-nine) of the General Mercantile Corporations Law, but only in accordance with the provisions of article 232 (two hundred and thirty-two) of said law.

FORTIETH. The liquidation of the corporation shall be subject to the provisions of the Eleventh Chapter of the General Mercantile Corporations Law, and carried out by one or more liquidators.

FORTY-FIRST. During the liquidation of the Corporation, the liquidators shall have the same faculties and obligations which during the normal life of corporation is held by the Board of Directors, the Sole Administrator or the officers.

FORTY-SECOND. As long as the appointment of the liquidators has not been recorded in the Public Commerce Registry and same have not begun their operations, the Board of Directors, the Sole Administrator and the officers, general and special managers of the corporation shall continue complying with their obligations, but may not begin new operations after the resolution to liquidate the corporation has been approved by the stockholders or it is evidenced that there is a legal cause for same.

EXHIBIT 12.1

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

(DOLLARS IN MILLIONS, EXCEPT RATIO OF EARNINGS TO FIXED CHARGES)

	Year Ended December 31,				
	2001	2000	1999	1998	1997
Income before provision for national income taxes, minority interests in net income (loss) of subsidiaries, equity (income) loss of affiliates and extraordinary items	$ 110.4	$ 484.2	$ 443.0	$ 214.8	$ 345.8
Fixed charges	293.6	349.3	253.8	130.7	113.6
Distributed income of affiliates	4.2	2.0	1.8	2.3	3.9
Earnings	$ 408.2	$ 835.5	$ 698.6	$ 347.8	$ 463.3
Interest expense	$ 254.7	$ 316.2	$ 235.1	$ 110.5	$ 101.0
Portion of lease expense representative of interest	38.9	33.1	18.7	20.2	12.6
Fixed Charges	$ 293.6	$ 349.3	$ 253.8	$ 130.7	$ 113.6
Ratio of Earnings to Fixed Charges	1.4x	2.4x	2.8x	2.7x	4.1x

Exhibit 23.1

[Arthur Andersen LLP Letterhead]

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of our reports dated January 28, 2002 (except with respect to the matter discussed in Note 8, as to which the date is February 14, 2002) included in Lear Corporation's Form 10-K for the year ended December 31, 2001 and to all references to our Firm included in this registration statement.

/s/ Arthur Andersen LLP

Detroit, Michigan,
March 26, 2002.

Exhibit 25.1

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FORM T-l

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF
A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2) |_|

THE BANK OF NEW YORK
(Exact name of trustee as specified in its charter)

New York (State of incorporation if not a U.S. national bank)	13-5160382 (I.R.S. employer identification no.)
One Wall Street, New York, N.Y. (Address of principal executive offices)	10286 (Zip code)

Lear Corporation
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	13-3386776 (I.R.S. employer identification no.)

Lear Operations Corporation
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	38-3265872 (I.R.S. employer identification no.)

Lear Corporation Automotive Holdings
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	11-2462850 (I.R.S. employer identification no.)

Lear Corporation EEDS and Interiors
(Exact name of obligor as specified in its charter)

Delaware	38-2446360
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification no.)

Lear Seating Holdings Corp. #50
(Exact name of obligor as specified in its charter)

Delaware	38-2929055
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification no.)

Lear Technologies, LLC
(Exact name of obligor as specified in its charter)

Delaware	52-2133836
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification no.)

Lear Midwest Automotive, Limited Partnership
(Exact name of obligor as specified in its charter)

Delaware	61-1317467
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification no.)

Lear Corporation Automotive Systems
(Exact name of obligor as specified in its charter)

Ohio	34-6534576
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification no.)

Lear Automotive (EEDS) Spain S.L.
(Exact name of obligor as specified in its charter)

Spain	38-3384976
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification no.)

Lear Corporation Mexico, S.A. de C.V.
(Exact name of obligor as specified in its charter)

Mexico (State or other jurisdiction of incorporation or organization)	CIN-830323-T75 (I.R.S. employer identification no.)
21557 Telegraph Road Southfield, MI (Address of principal executive offices)	48086 (Zip code)

Zero-Coupon Convertible Senior Notes due February 20,2022
(Title of the indenture securities)

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1. GENERAL INFORMATION. FURNISH THE FOLLOWING INFORMATION AS TO THE TRUSTEE:

(a) NAME AND ADDRESS OF EACH EXAMINING OR SUPERVISING AUTHORITY TO WHICH IT IS SUBJECT.

Name	Address
Superintendent of Banks of the State of New York	2 Rector Street, New York, N.Y. 10006, and Albany, N.Y. 12203
Federal Reserve Bank of New York	33 Liberty Plaza, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, New York 10005

(b) WHETHER IT IS AUTHORIZED TO EXERCISE CORPORATE TRUST POWERS.

Yes.

2. AFFILIATIONS WITH OBLIGOR.

IF THE OBLIGOR IS AN AFFILIATE OF THE TRUSTEE, DESCRIBE EACH SUCH AFFILIATION.

None.

16. LIST OF EXHIBITS.

EXHIBITS IDENTIFIED IN PARENTHESES BELOW, ON FILE WITH THE COMMISSION, ARE INCORPORATED HEREIN BY REFERENCE AS AN EXHIBIT HERETO, PURSUANT TO RULE 7a-29 UNDER THE TRUST INDENTURE ACT OF 1939 (THE "ACT") AND 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York (formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-l filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-l filed with Registration Statement No. 33-2 1672 and Exhibit 1 to Form T-l filed with Registration Statement No. 33-29637.)

4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-l filed with Registration Statement No. 33-31019.)

6. The consent of the Trustee required by Section 321(b) of the Act. (Exhibit 6 to Form T-l filed with Registration Statement No. 33-44051.)

7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 20th day of March, 2002.

THE BANK OF NEW YORK

By: /s/ STACEY POINDEXTER

Name: STACEY POINDEXTER
Title: ASSISTANT TREASURER

EXHIBIT 7

Consolidated Report of Condition of

THE BANK OF NEW YORK

of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System, at the close of business September 30,2001, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	$ 3,238,092
Interest-bearing balances	5,255,952
Securities:	
Held-to-maturity securities	127,193
Available-for-sale securities	12,143,488
Federal funds sold and Securities purchased under agreements to resell	281,677
Loans and lease financing receivables:	
Loans and leases held for sale	786
Loans and leases, net of unearned income	46,206,726
LESS: Allowance for loan and lease losses	607,115
Loans and leases, net of unearned income and allowance	45,599,611
Trading Assets	9,074,924
Premises and fixed assets (including capitalized leases)	783,165
Other real estate owned	935
Investments in unconsolidated subsidiaries and associated companies	200,944
Customers' liability to this bank on acceptances outstanding	311,521
Intangible assets	
Goodwill	1,546,125
Other intangible assets	8,497
Other assets	8,761,129
Total assets	$87,334,039

LIABILITIES	
Deposits:	
In domestic offices	$28,254,986
Noninterest-bearing	10,843,829
Interest-bearing	17,411,157
In foreign offices, Edge and Agreement subsidiaries, and IBFs	31,999,406
Noninterest-bearing	1,006,193
Interest-bearing	30,993,213
Federal funds purchased and securities sold under agreements to repurchase	6,004,678
Trading liabilities	2,286,940
Other borrowed money: (includes mortgage indebtedness and obligations under capitalized leases)	1,845,865
Bank's liability on acceptances executed and outstanding	440,362
Subordinated notes and debentures	2,196,000
Other liabilities	7,606,565
Total liabilities	$80,634,802
EQUITY CAPITAL	
Common stock	1,135,284
Surplus	1,050,729
Retained earnings	4,436,230
Accumulated other comprehensive income	76,292
Other equity capital components	0
Total equity capital	6,698,535
Total liabilities and equity capital	$87,334,039

I, Thomas J. Mastro, Senior Vice President and Comptroller of the above-named bank do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the Board of Governors of the Federal Reserve System and is true to the best of my knowledge and belief.

Thomas J. Mastro,
Senior Vice President and Comptroller

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the Board of Governors of the Federal Reserve System and is true and correct.

Thomas A. Renyi
Gerald L. Hassell — Directors
Alan R. Griffith

EXHIBIT 99.1

March 26, 2002

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

Dear Sirs:

Arthur Andersen LLP ("Andersen") has represented to Lear Corporation that their audit of Lear Corporation's consolidated financial statements, included in our filing on Form 10-K for our fiscal year ended December 31, 2001, was subject to Andersen's quality control system for the U.S. accounting and auditing practice to provide reasonable assurance that the engagement was conducted in compliance with professional standards, that there was appropriate continuity of Andersen personnel working on the audit, availability of national office consultation, and availability of personnel at foreign affiliates of Andersen to conduct the relevant portions of the audit.

Very truly yours,

/s/ David C. Wajsgras

David C. Wajsgras
Senior Vice President and Chief Financial Officer
Lear Corporation