



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

AMENDMENT NO. 1 TO  
**SCHEDULE TO/A**  
TENDER OFFER STATEMENT  
UNDER SECTION 14(d)(1) OR 13(e)(1)  
OF THE SECURITIES EXCHANGE ACT OF 1934

**LEAR CORPORATION**  
(Name of Subject Company (issuer))

**LEAR CORPORATION**  
(Names of Filing Persons (identifying status as offeror, issuer or other person))

**Zero-Coupon Convertible Senior Notes due 2022**  
(Title of Class of Securities)

**521865 AG 0**  
(CUSIP Number of Class of Securities)

**Daniel A. Ninivaggi**  
**Senior Vice President, Secretary and General Counsel**  
**Lear Corporation**  
**2157 Telegraph Road**  
**Southfield, Michigan 48034**  
**(248) 447-1500**

*Copies to:*

**Bruce A. Toth, Esq.**  
**Winston & Strawn LLP**  
**35 West Wacker Drive**  
**Chicago, Illinois 60601**  
**(312) 558-5600**

(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications on Behalf of Filing Persons)

**CALCULATION OF FILING FEE**

<b>Transaction Valuation*</b>	<b>Amount of Filing Fee**</b>
\$304,000,000	\$32,528

\* Calculated solely for purposes of determining the filing fee. This amount represents the value of all outstanding Notes based on the purchase price of \$475 per \$1,000 principal amount at maturity (640,000 Notes x \$475).

\*\* The amount of the filing fee was calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and equals \$107 for each \$1,000,000 of the value of the transaction.

Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$32,528 Filing party: Lear Corporation  
Form or Registration No.: SC TO-I Date Filed: May 16, 2006

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- Third-party tender offer subject to Rule 14d-1
- Issuer tender offer subject to Rule 13e-4.
- Going-private transaction subject to Rule 13e-3.
- Amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

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## INTRODUCTORY STATEMENT

This Amendment No. 1 to Tender Offer Statement on Schedule TO (the "Amendment") amends and supplements the Tender Offer Statement on Schedule TO filed by Lear Corporation (the "Company") on May 16, 2006 (the "Schedule TO"), pursuant to Section 13(e) of the Securities Exchange Act of 1934, as amended. The Schedule TO relates to the Company's offer to purchase for cash any and all outstanding Zero-Coupon Convertible Senior Notes due 2022 (the "Notes"), upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement dated May 16, 2006 (the "Offer to Purchase") and in the related Consent and Letter of Transmittal, which were filed with the Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively. Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Offer to Purchase.

The first paragraph under the heading "Introductory Statement" in the Schedule TO is hereby amended and restated in its entirety as follows:

"This Tender Offer Statement on Schedule TO ("Schedule TO") relates to an offer by Lear Corporation, a Delaware corporation (the "Company"), to purchase for cash any and all of its outstanding Zero-Coupon Convertible Senior Notes due 2022 (the "Notes") at a purchase price of \$475 per \$1,000 principal amount at maturity of Notes plus an amount equal to \$0.08 per \$1,000 of principal amount at maturity of the Notes for each day, if any, after June 13, 2006 to, but excluding, the date on which the Notes are purchased."

**Item 1. Summary Term Sheet.** Item 1 of Schedule TO, which incorporates by reference the information contained in the Offer to Purchase under the captions "Summary Term Sheet" and "Answers to Questions You May Have" is hereby amended and supplemented as follows:

(i) The first paragraph under the heading "Summary Term Sheet" in the Offer to Purchase is amended and restated in its entirety as follows:

*"The following summary is provided solely for the convenience of the holders of Notes. Holders are urged to read this Offer to Purchase in its entirety. Each of the capitalized terms used in this Summary Term Sheet and not defined herein has the meaning set forth elsewhere in this Offer to Purchase."*

(ii) The paragraph next to the caption "Purchase Price" under the heading "Summary Term Sheet" in the Offer to Purchase is amended and restated in its entirety as follows:

The consideration for each \$1,000 principal amount at maturity of Notes tendered and accepted for payment pursuant to the tender offer shall be \$475 plus an amount equal to \$0.08 per \$1,000 of principal amount at maturity of the Notes for each day, if any, after June 13, 2006 to, but excluding, the date on which the Notes are purchased. The \$0.08 approximates the implied daily accretion for each day after June 13, 2006 from the \$475 proposed tender offer price to the accreted value at February 20, 2007, which is the date from and after which the Company has the option to redeem all or a portion of the Notes for cash at their accreted value."

(iii) The sentence next to the caption "The Proposed Amendments" under the heading "Summary Term Sheet" in the Offer to Purchase is amended and restated in its entirety as follows:

"The covenants imposing limitations on the Company's ability to incur liens and enter into sale and lease-back transactions, contained in Section 4.07 and Section 4.08, respectively, of the indenture governing the Notes will be eliminated and certain other changes of a technical or conforming nature will be made."

(iv) The text in the first bullet point next to the caption "Certain Consequences to Holders of Notes Not Tendering" under the heading "Summary Term Sheet" in the Offer to Purchase is amended and restated in its entirety as follows:

"holders of Notes outstanding after consummation of the tender offer and effectiveness of the Proposed Amendments will not be entitled to the benefit of covenants that impose limits on the Company's ability to incur liens and enter into sale and lease-back transactions, as presently contained in the indenture governing the Notes, which could negatively impact the price at which the outstanding Notes may trade; and"

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(v) The first paragraph under the heading “Answers to Questions You May Have” in the Offer to Purchase is amended and restated in its entirety as follows:

*“The following are answers to some of the questions that you, as a holder of the Notes, may have. We urge you to read the remainder of this Offer to Purchase and the accompanying Consent and Letter of Transmittal carefully. Additional important information is contained in the remainder of this document and in the other documents delivered with this Offer to Purchase.”*

(vi) The paragraph under the question “Why is the Company offering to purchase your Notes?” in the Offer to Purchase is hereby deleted in its entirety and the following text is inserted in its place:

“We are offering to purchase your Notes in order to retire the debt associated with the Notes. As part of the offer to purchase your Notes in the tender offer, we are also seeking your consent to amend the indenture governing the Notes.

### ***What will be the effect of the amendment to the indenture governing the Notes?***

The proposed amendments to the indenture governing the Notes will eliminate the covenants imposing limitations on the Company’s ability to incur liens and enter into sale and lease-back transactions, which could negatively impact the price at which the outstanding Notes may trade.”

(vii) The paragraph under the question “What price will you receive for your Notes if you tender them to us?” in the Offer to Purchase is amended and restated in its entirety as follows:

“We are offering to repurchase your Notes for cash at a repurchase price of \$475 per \$1,000 of the principal amount at maturity of the Notes. The Notes purchase price of \$475 per \$1,000 of principal amount at maturity is less than the accreted value of the Notes per \$1,000 of principal amount at maturity by \$2.22 as of May 16, 2006. The consideration for each \$1,000 principal amount at maturity of Notes tendered and accepted for payment pursuant to the tender offer will also include an amount equal to \$0.08 per \$1,000 of principal amount at maturity of the Notes for each day, if any, after June 13, 2006 to, but excluding, the date on which the Notes are purchased. The \$0.08 approximates the implied daily accretion for each day after June 13, 2006 from the \$475 proposed tender offer price to the accreted value at February 20, 2007, which is the date from and after which the Company has the option to redeem all or a portion of the Notes for cash at their accreted value.”

(viii) The paragraph under the question “Will the Company purchase Notes in the tender offer even if it does not receive the Requisite Consents to the Proposed Amendments?” in the Offer to Purchase is amended and restated in its entirety as follows:

“Receipt of the Requisite Consents is a condition of the tender offer. The Company, in its sole discretion, may waive this condition and accept tenders even if it does not receive the Requisite Consents. The Company, however, has no obligation to do so. In the event the Company elects to waive this condition, the Company will extend the Expiration Date to the extent required by applicable law.”

(ix) The last paragraph under the question “What happens to your Notes if you do not tender your Notes?” in the Offer to Purchase is amended and restated in its entirety as follows:

“If the Proposed Amendments to the indenture governing the Notes are approved by a majority in aggregate principal amount of the Notes outstanding, we will execute, and use our reasonable best efforts to cause the trustee and any other relevant parties to execute, a supplemental indenture giving effect to the Proposed Amendments. See “The Proposed Amendments.” If you do not tender your Notes and the Proposed Amendments become operative, your Notes will no longer be entitled to the benefit of covenants in the indenture that impose limits on the Company’s ability to incur liens and enter into sale and lease-back transactions. The elimination of these covenants could negatively impact the price at which the outstanding Notes may trade.”

**Item 4. Terms of the Transaction.** Item 4 of Schedule TO, which incorporates by reference the information contained in the Offer to Purchase, is hereby amended and supplemented as follows:

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(i) The phrase “assets, liabilities or prospects of the Company” appearing in items (3)(a) and (3)(b) under the heading “The Tender Offer and Consent Solicitation—Conditions to the Tender Offer” is hereby deleted, and the phrase “assets or liabilities of the Company” is inserted in its place.

(ii) The last paragraph under the heading “The Tender Offer and Consent Solicitation—Conditions to the Tender Offer” in the Offer to Purchase is amended and restated in its entirety as follows:

“The Company, in its sole discretion, may accept tenders and waive the Requisite Consents condition to the tender offer even if it does not receive the Requisite Consents. The Company, however, has no obligation to do so. In the event the Company elects to waive this condition, the Company will extend the Expiration Date to the extent required by applicable law. The conditions to the tender offer described in subsections 3(a) through 3(d) above are for the sole benefit of and may be asserted by the Company, in its reasonable discretion, regardless of the circumstances giving rise to such conditions, or may be waived by the Company, in whole or in part, at any time or from time to time on or prior to the Expiration Date, in its reasonable discretion. The failure by the Company at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, and each such right shall be deemed an ongoing right, which may be asserted at any time and from time to time on or prior to the Expiration Date.”

(iii) The penultimate sentence of the second paragraph under the heading “The Tender Offer and Consent Solicitation—Expiration Date; Extension; Termination; Amendments” in the Offer to Purchase is hereby deleted in its entirety.

(iv) The last sentence under the heading “The Proposed Amendments” is hereby deleted in its entirety.

(v) The third paragraph under the heading “Significant Consequences to Non-Tendering Holders” in the Offer to Purchase is amended and restated in its entirety as follows:

*“Effect of the Proposed Amendments: If the Proposed Amendments become operative, the Notes that are not tendered and purchased pursuant to the tender offer will remain outstanding and will be subject to the terms of the indenture pursuant to which such Notes were issued, as modified by the Supplemental Indenture. As a result of the adoption of the Proposed Amendments, holders of unpurchased Notes will no longer be entitled to the benefit of covenants in the indenture that impose limits on the Company’s ability to incur liens and enter into sale and lease-back transactions. The Company currently has other indebtedness outstanding with similar covenants restricting the incurrence of liens and the entering into of sale and lease-back transactions. In the event the Company were to refinance this indebtedness or amend the restrictions on liens in the indentures governing this other indebtedness, the Company would be able to incur additional secured indebtedness, which would be effectively senior to the Notes to the extent of the value of the assets securing such indebtedness. In addition, in the event the Company were to refinance this indebtedness or amend the restrictions on sale and lease-back transactions in the indentures governing this other indebtedness, the Company would be able to enter into sale and lease-back transactions that could result in the divestiture of certain assets that otherwise could be available to satisfy obligations to the holders of the Notes. Removing the limitations on liens and sale lease-back transactions could also negatively impact the price at which the outstanding Notes may trade.”*

**Item 10. Financial Statements.** Item 10 of Schedule TO is amended and restated in its entirety as follows:

- (a)(1) The audited consolidated financial statements of the Company in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2005 is incorporated by reference herein.
- (a)(2) The unaudited condensed consolidated financial statements of the Company in the Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2006 is incorporated by reference herein.
- (a)(3) The Company’s ratio of earnings to fixed charges for the fiscal years ended December 31, 2005 and 2004 and the fiscal quarters ended April 1, 2006 and April 2, 2005 are set forth below in response to Item 10(c) and incorporated herein by reference.
- (a)(4) The Company’s book value per share as of April 1, 2006 is set forth below in response to Item 10(c) and incorporated herein by reference.
- (b) Not applicable.

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(c) The summary financial information for the Company required by Instruction 6 to Item 10 of Schedule TO is set forth below.

	(In millions, except share data and ratio of earnings to fixed charges)				
	Year Ended December 31,			Three Months Ended	
	2005	2004	2003	April 1, 2006	April 2, 2005
<b>Consolidated Statements of Operations Data:</b>					
Net sales	\$17,089.2	\$16,960.0	\$15,746.7	\$4,678.5	\$4,286.0
Income (loss) before cumulative effect of a change in accounting principle	\$ (1,381.5)	\$ 422.2	\$ 380.5	\$ 15.0	\$ 15.6
Net income (loss)	\$ (1,381.5)	\$ 422.2	\$ 380.5	\$ 17.9	\$ 15.6
Net income per share:					
Basic	\$ (20.57)	\$ 6.18	\$ 5.71	\$ 0.27	\$ 0.23
Diluted	\$ (20.57)	\$ 5.77	\$ 5.31	\$ 0.26	\$ 0.23
Ratio of earnings to fixed charges (1)	—	3.7	3.4	1.1	—

(1) Earnings for the year ended December 31, 2005 and the three months ended April 2, 2005, were insufficient to cover fixed charges by \$1,123.3 million and \$0.5 million, respectively. Accordingly, such ratios are not presented.

	(In millions, except share data)				
	December 31,			April 1,	April 2,
	2005	2004	2003	2006	2005
<b>Consolidated Balance Sheet Data:</b>					
Current assets	\$ 3,846.4	\$4,372.0	\$3,375.4	\$4,079.8	\$4,278.7
Noncurrent assets	\$ 4,442.0	\$5,572.4	\$5,195.6	\$4,401.5	\$5,542.7
Current liabilities	\$ 4,106.7	\$4,647.9	\$3,582.1	\$4,269.9	\$4,601.3
Noncurrent liabilities	\$ 3,070.7	\$2,566.4	\$2,731.4	\$3,076.8	\$2,568.2
Book value per share	\$ 16.54	\$ 40.50	\$ 33.12	\$ 16.85	\$ 39.53

**Item 11. Additional Information.** Item 11(b) of Schedule TO, which incorporates by reference the information contained in the Offer to Purchase and Consent and Letter of Transmittal, is hereby amended and supplemented as follows:

(i) The third and fourth paragraphs under the heading “Available Information and Incorporation of Documents by Reference” in the Offer to Purchase are amended and restated in their entirety as follows:

“The following reports and other documents shall be deemed to be incorporated by reference in and made a part of this Offer to Purchase, other than any portions of the respective filings that are furnished (pursuant to Item 2.02 or Item 7.01 of Current Reports on Form 8-K or other applicable SEC rules) rather than filed:

- Annual Report on Form 10-K for the year ended December 31, 2005;
- Definitive Proxy Statement for our 2006 Annual Meeting of Stockholders as filed with the SEC on March 27, 2006;
- Quarterly Report on Form 10-Q for the quarter ended April 1, 2006; and
- Current Reports on Form 8-K and 8-K/A, as filed with the SEC on January 11, 2006, January 12, 2006, January 25, 2006, February 24, 2006, March 8, 2006, March 24, 2006, March 29, 2006, April 11, 2006, April 25, 2006, April 26, 2006, May 15, 2006 and May 25, 2006.

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Until the Expiration Date, the Company will amend this Offer to Purchase to incorporate by reference any future filings containing information that is a material change from the information contained or incorporated by reference herein. The Company will make available free of charge, upon request, copies of any document incorporated by reference in this Offer to Purchase, 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, Southfield, Michigan 48034, Attention: Investor Relations, telephone (248) 447-1500.”

(ii) The sixth paragraph under the heading “Available Information and Incorporation of Documents by Reference” in the Offer to Purchase is hereby deleted in its entirety.

(iii) The first two sentences under the heading “Cautionary Statement Regarding Forward-Looking Statements” are hereby amended and restated as follows:

“This Offer to Purchase, including the documents incorporated by reference, contains statements which constitute forward-looking statements. The words “will,” “may,” “designed to,” “outlook,” “believes,” “should,” “anticipates,” “plans,” “expects,” “intends,” “estimates” and similar expressions identify these forward-looking statements.”

### **Item 12. Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
(a)(6)	Press Release issued by Lear Corporation on June 1, 2006.



**SIGNATURE**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: June 1, 2006

**LEAR CORPORATION,**  
a Delaware corporation

By: /s/ Shari L. Burgess  
Name: Shari L. Burgess  
Its: Vice President and Treasurer

**FOR IMMEDIATE RELEASE**

**Investor Relations:**

Mel Stephens  
(248) 447-1624

**Media:**

Andrea Puchalsky  
(248) 447-1651

**Lear Announces Amendment Relating to Tender Offer for  
Zero-Coupon Convertible Notes due 2022**

**Southfield, Mich., June 1, 2006** — Lear Corporation [NYSE: LEA] announced today that it has filed with the Securities and Exchange Commission an amendment to Lear's Tender Offer Statement on Schedule TO relating to Lear's cash tender offer for any and all of its outstanding Zero-Coupon Convertible Senior Notes due 2022. The amendment contains important information that holders of the convertible notes should consider in deciding whether to tender their notes, including, among other things, summary financial information of Lear. The summary financial information summarizes the financial statements of Lear included in prior filings of Lear under the Securities Exchange Act of 1934, as amended, and is annexed to this press release.

The tender offer will expire at midnight (Eastern time) on June 13, 2006, unless the offer is extended.

This press release is for informational purposes only and is not an offer to purchase, nor a solicitation of an offer to sell, any securities. The offer is made only by means of Lear's Offer to Purchase dated May 16, 2006, as amended, and the related Consent and Letter of Transmittal which have been sent to the holders of the convertible notes and filed with the Securities and Exchange Commission as part of Lear's Tender Offer Statement on Schedule TO. The Tender Offer Statement, and amendments thereto, are available for no charge at the Securities and Exchange Commission's web site at [www.sec.gov](http://www.sec.gov). Holders of the convertible notes are encouraged to carefully review the offering documents which contain information material to their decision on whether or not to tender notes in the offer.

Additional information concerning the terms of the tender offer and consent solicitation and copies of the Offer to Purchase, the Consent and Letter of Transmittal, the Tender Offer Statement on Schedule TO and amendments thereto and related documents, which describe the tender offer and consent solicitation in greater detail, may be obtained from the information agent, Global Bondholder Services Corporation. The dealer manager and solicitation agent for the tender offer and consent solicitation is Merrill Lynch, Pierce, Fenner & Smith Incorporated.

Lear Corporation is one of the world's largest suppliers of automotive interior systems and components. Lear provides complete seat systems, electronic products and electrical distribution systems and other interior products. With annual net sales of \$17.1 billion, Lear ranks #127 among the Fortune 500. Lear's world-class products are designed, engineered and manufactured by a diverse team of 115,000 employees at 282 locations in 34 countries. Lear's headquarters are in Southfield, Michigan, and Lear is traded on the New York Stock Exchange under the symbol [LEA]. Further information about Lear is available on the Internet at <http://www.lear.com>.

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## **Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Actual results may differ materially from anticipated results as a result of certain risks and uncertainties, including but not limited to: general economic conditions in the markets in which the Company operates, including changes in interest rates; fluctuations in the production of vehicles for which the Company is a supplier; labor disputes involving the Company or its significant customers or suppliers or that otherwise affect the Company; the Company's ability to achieve cost reductions that offset or exceed customer-mandated selling price reductions; the outcome of customer productivity negotiations; the impact and timing of program launch costs; the costs and timing of facility closures, business realignment or similar actions; increases in the Company's warranty or product liability costs; risks associated with conducting business in foreign countries; competitive conditions impacting the Company's key customers and suppliers; raw material costs and availability; the Company's ability to mitigate the significant impact of recent increases in raw material, energy and commodity costs; the outcome of legal or regulatory proceedings to which the Company is or may become a party; unanticipated changes in cash flow, including the Company's ability to align its vendor payment terms with those of the Company's customers; the finalization of the Company's restructuring strategy; the outcome of various strategic alternatives being evaluated with respect to the Company's interior segment; and other risks described from time to time in the Company's Securities and Exchange Commission filings. In addition, the Company's previously disclosed agreement in principle to contribute substantially all of its European Interiors business to a joint venture with WL Ross & Co. LLC is subject to the negotiation and execution of a definitive agreement and other conditions. No assurances can be given that the proposed transaction will be completed on the terms contemplated or at all.

The forward-looking statements in this press release are made as of the date hereof, and the Company does not assume any obligation to update, amend or clarify them to reflect events, new information or circumstances occurring after the date hereof.

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**LEAR CORPORATION AND SUBSIDIARIES**  
**SUMMARY FINANCIAL INFORMATION**

(In millions, except share data and ratio of earnings to fixed charges)

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	Year Ended December 31,			Three Months Ended	
	2005	2004	2003	April 1, 2006	April 2, 2005
<b>Consolidated Statements of Operations Data:</b>					
Net sales	\$17,089.2	\$16,960.0	\$15,746.7	\$4,678.5	\$4,286.0
Income (loss) before cumulative effect of a change in accounting principle	\$ (1,381.5)	\$ 422.2	\$ 380.5	\$ 15.0	\$ 15.6
Net income (loss)	\$ (1,381.5)	\$ 422.2	\$ 380.5	\$ 17.9	\$ 15.6
<b>Net income per share:</b>					
Basic	\$ (20.57)	\$ 6.18	\$ 5.71	\$ 0.27	\$ 0.23
Diluted	\$ (20.57)	\$ 5.77	\$ 5.31	\$ 0.26	\$ 0.23
Ratio of earnings to fixed charges <sup>(1)</sup>	—	3.7	3.4	1.1	—

(1) Earnings for the year ended December 31, 2005 and the three months ended April 2, 2005, were insufficient to cover fixed charges by \$1,123.3 million and \$0.5 million, respectively. Accordingly, such ratios are not presented.

(In millions, except share data)

	(In millions, except share data)				
	December 31,			April 1,	April 2,
	2005	2004	2003	2006	2005
<b>Consolidated Balance Sheet Data:</b>					
Current assets	\$ 3,846.4	\$ 4,372.0	\$ 3,375.4	\$ 4,079.8	\$ 4,278.7
Noncurrent assets	\$ 4,442.0	\$ 5,572.4	\$ 5,195.6	\$ 4,401.5	\$ 5,542.7
Current liabilities	\$ 4,106.7	\$ 4,647.9	\$ 3,582.1	\$ 4,269.9	\$ 4,601.3
Noncurrent liabilities	\$ 3,070.7	\$ 2,566.4	\$ 2,731.4	\$ 3,076.8	\$ 2,568.2
Book value per share	\$ 16.54	\$ 40.50	\$ 33.12	\$ 16.85	\$ 39.53

June 1, 2006

**VIA FEDERAL EXPRESS**

Securities and Exchange Commission  
Division of Corporation Finance  
Office of Mergers & Acquisitions  
100 F Street, N.E.  
Washington, DC 20549-3628  
Attn: Ms. Celeste M. Murphy

**Re: Lear Corporation  
Amendment No. 1 to Schedule TO-I  
File No. 005-43537**

Dear Ms. Murphy:

We are in receipt of your comment letter dated May 24, 2006 regarding the above-referenced Schedule TO-I filed by Lear Corporation (the "Company") on May 16, 2006, File No. 005-43537 (the "Schedule TO"). We have addressed your May 24, 2006 letter by reproducing each comment below and providing the Company's responses immediately following. Simultaneously with the delivery of this letter, the Company has filed the above referenced amendment to the Schedule TO with changes responsive to your comment letter (the "Amendment").

**Schedule TO**

**Item 10. Financial Statements**

- 1. We note the offer condition that you will not be required to accept notes for purchase if "the Company is unable to use funds from its cash collateral account to pay for the tendered Notes because a default or even of default exists under the New Credit Agreement or would result from such use of funds..." We consider this to be a financing condition under Instruction 2 to Item 10 of Schedule TO. Accordingly, please provide the financial statements required by such item.**

Response: In response to the Staff's comment, the Company amended Item 10 of the Schedule TO to incorporate by reference the financial statements contained in its Annual Report on Form 10-K for the fiscal year ended December 31, 2005 and its Quarterly Report on Form 10-Q for the

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quarter ended April 1, 2006. The Company has also amended Item 10 of the Schedule TO to (1) include the ratio of earnings to fixed charges for such periods, (2) disclose the Company's book value per share as of April 1, 2006 and (3) disclose the summary financial information of the Company and its subsidiaries required by Instruction 6 of Item 10 of Schedule TO. In order to timely disseminate the summary financial information, the Company issued a press release today, June 1, 2006, disclosing that it had amended the Schedule TO to, among other things, provide the summary financial information. The press release attached the summary financial information as an annex. A copy of the press release was filed as Exhibit 12(a)(6) to the Amendment.

**Summary Term Sheet, page 1**

- 2. Please revise your characterization of the information in the summary as “not intended to be complete.” The summary term sheet must describe the most material terms of the proposed transaction. The summary term sheet must provide security holders with sufficient information to understand the essential features and significance of the proposed transaction. Please see Item 1 of Schedule TO and Item 1000 of Regulation M-A. Such summary may not be characterized as incomplete. Accordingly, you should revise your disclosure on page 5, in the first paragraph to “Answers to Questions you may have.”**

Response: The Company revised the first paragraph of the sections entitled “Summary Term Sheet” and “Answers to Questions You May Have” in response to the Staff's comment.

- 3. Please eliminate the phrase from the first paragraph that the summary “is qualified in its entirety by reference to the full text and more specified details contained elsewhere in this Offer to Purchase.” The information you provide in the prospectus must be materially complete and the qualification suggests that the offer summary may not be materially complete. Note that this language is also inappropriately used other places, such as in the summary of the proposed amendments on page 18 and 19, and the discussion of the available information and incorporation of documents by reference on page 28. Please revise accordingly.**

Response: The Company revised the first paragraph of the section entitled “Summary Term Sheet” in response to the Staff's comment. The Company also deleted similar language appearing in other sections of the Offer to Purchase.

- 4. Tell us, with a view toward disclosure, whether or not you have any plans, proposals or arrangements, written or otherwise, to engage in any activity, agreement, or other action, that would be allowed under the indenture, once the proposed amendments are effected that are not currently allowed. If so, tell us how that will affect the remaining non-tendered notes' value and rights of the non-tendering note holders.**

Response: The Company advises the Staff supplementally that it does not currently have any plans to engage in any activity, agreement, or other action that would be allowed under the indenture once the proposed amendments are effected that are not currently allowed.

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As part of the Amendment, the Company included disclosure in the Offer to Purchase as to how the proposed amendments could affect the remaining non-tendered notes' value and rights of the non-tendering note holders.

**The Proposed Amendments, page 1**

- 5. Please identify and summarize the proposed amendments and the sections of the indenture the amendments affect so that the nature of such amendments is prominently discussed in the summary.**

Response: The Company revised the sentence next to the caption "The Proposed Amendments" under the heading "Summary Term Sheet" in response to the Staff's comment.

**Certain Consequences to Holders of Notes Not Tendering, page 2**

- 6. Summarize the benefits of specified covenants presently contained in the indenture governing the notes and the consequence to non-tendering note holders of the effectiveness of the planned proposal to amend the indenture to delete the provisions and accompanying benefits in terms of rights and value.**

Response: The Company revised the first bullet point next to the caption "Certain Consequences to Holders of Notes Not Tendering" in the Offer to Purchase in response to the Staff's comment.

**Answers to Questions You May Have, page 5**

**Why is the Company Offering to purchase your Notes?**

- 7. Please state that you will delete the sections from the indenture that place a limitation on liens and a limitation on sale and lease-back transactions, and the consequences to non-tendering holders of such action in terms of rights and value.**

Response: In response to the Staff's comment, the Company revised the paragraph under the question "Why is the Company offering to purchase your Notes?" in the Offer to Purchase and added another question and answer paragraph relating to the proposed amendments.

**Will the Company purchase the Notes in the tender offer even if it does not receive the Requisite Consents to the Proposed Amendments? Page 6**

- 8. Please provide us with your legal analysis as to how you are able to reserve the right to accept tenders even if you do not receive the Requisite Consents. In your analysis, tell us the circumstances under which you intend to proceed with your offer under these circumstances.**
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Response: The Company advises the Staff supplementally that the Company is able to reserve the right to accept tenders even if it does not receive the Requisite Consents because the Requisite Consents condition may be waived by the Company, as disclosed in the Offer to Purchase. Receipt of the Requisite Consents, however, may not be waived as a condition to the amendment of the indenture governing the Notes. In response to the Staff's comment, the Company revised its disclosure in the Offer to Purchase to clarify that if it waives the Requisite Consents condition and accepts tendered Notes, the Company will extend the expiration date to the extent required by applicable law. The Company has not determined whether or not it will waive the receipt of the Requisite Consents condition and accept tendered Notes for payment in the event that less than a majority in aggregate principal amount at maturity of the Notes tender their Notes and provide consents prior to the Expiration Date.

**What happens to your Notes if you do not tender your Notes? Page 6**

**9. Summarize the effects of the proposed amendments to the indenture governing the Notes and the consequences, in term of rights and value, to the Notes that remain outstanding.**

Response: The Company revised the last paragraph under the question "What happens to your Notes if you do not tender your Notes?" in the Offer to Purchase in response to the Staff's comment.

**Conditions of the Offer, page 9**

**10. Two offer conditions include the trigger of changes in your prospects, which is vague. Please revise to specify or generally describe the prospects to which you refer so that security holders will have the ability to objectively determine whether the condition has been triggered.**

Response: The Company revised the disclosure to eliminate the references to "prospects."

**11. In our view, you may condition a tender offer on any number of conditions, as long as they are described with reasonable specificity, capable of some measure of objective verification, and outside of your control. In the last paragraph in this section, the phrase "regardless of the circumstances (including any action or inaction by the Company) giving rise to such conditions" states that you may assert an offer condition even when the condition is "triggered" by your own action or inaction. Please revise in accordance with our position.**

Response: The Company amended the last paragraph under the heading "The Tender Offer and Consent Solicitation—Conditions to the Tender Offer" in the Offer to Purchase in response to the Staff's comment.

**12. We note your statement on page 16, regarding the condition, that "[a]ny determination by the Company concerning the events described in this section shall be final and binding upon all persons." Please revise this sentence to more precisely define its scope. It appears that your interpretation of the terms of the tender offer may not necessarily be final and binding on all persons. For example, while you may assert an offer condition when it is triggered,**

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**when parties contest asserted conditions, the judgments of courts of law are generally considered final and binding in such matters.**

Response: The Company amended the last paragraph under the heading “The Tender Offer and Consent Solicitation—Conditions to the Tender Offer” in the Offer to Purchase in response to the Staff’s comment.

- 13. Please confirm to us, in a supplemental response, that if you pay an amount equal to \$0.08 per \$1,000 principal amount at maturity of the Notes for each day after June 13, 2006, the current expiration date, to and including any expiration date under any extension, you will extend your offer in accordance with Rule 13e-4(3)(ii), including, but not limited to allowing for ten business days remaining in the offer.**

Response: In response to the Staff’s comment, the Company revised its disclosure in the Offer to Purchase in order to clarify that the amount of \$0.08 per \$1,000 principal amount at maturity of the Notes approximates the implied daily accretion on the Notes to, but excluding, the date of purchase, which the Company believes is not a change in price requiring the Company to extend the offer in accordance with Rule 13e-4(3)(ii).

**Effects of the Proposed Amendments, page 20**

- 14. Please expand your discussion to disclose the actions by the company that could be materially adverse to the holders. Further, detail the potential negative impact of these actions including, but not limited to, on the trading price of the notes.**

Response: The Company amended the third paragraph under the heading “Significant Consequences to Non-Tendering Holders” in the Offer to Purchase in response to the Staff’s comment.

**Available Information and Incorporation of Documents by Reference, page 27**

- 15. We note your statement that you incorporate by reference “[a]ny future filings which the company makes with the SEC . . . before the expiration date.” Schedule TO does not permit “forward” incorporation. Accordingly, please amend your disclosure to state that you will amend the Schedule TO to specifically reference the periodic reports you wish to incorporate, as they are filed.**

Response: The Company amended the third and fourth paragraphs under the heading “Available Information and Incorporation of Documents by Reference” in the Offer to Purchase in response to the Staff’s comment.

**Cautionary Statement Regarding Forward-Looking Statements, page 28**

- 16. The safe harbor for forward-looking statements in the Private Securities Litigation Reform Act of 1995 does not by its terms apply to statements made in connection with a tender offer. See Section 27A(b)(2)(C) of the Securities Act of 1933 and Section 21E(b)(2)(C) of the Securities Exchange Act of 1934. Therefore, your reference to the defined term “forward-**
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**looking statements” within the meaning of the Securities Act and the Exchange Act is inappropriate. Please delete the reference.**

Response: The Company amended the first sentence under the heading “Cautionary Statement Regarding Forward-Looking Statements” in response to the Staff’s comment.

**Closing Comment**

**In connection with responding to our comments, please provide, in writing, a statement from the Company acknowledging that:**

- **the Company is responsible for the adequacy and accuracy of the disclosure in the filings;**
- **staff comments or changes to disclosure in response to staff comments in the filings reviewed by the staff do not foreclose the Commission from taking any action with respect to the filing; and**
- **the Company may not assert staff comments as a defense in any proceeding initiated by the Commission or any other person under the federal securities laws of the United States.**

Response: In response to the Staff’s comment, the Company has filed a supplemental letter via EDGAR as correspondence with the required acknowledgements.

\* \* \*

If you should have any questions or comments about any of the items responded to in this letter or in the Company’s Amendment No. 1 to Schedule TO, please call me at (312) 558-5723.

Sincerely,

/s/ Bruce A. Toth  
Bruce A. Toth

June 1, 2006

Securities and Exchange Commission  
Division of Corporation Finance  
Office of Mergers & Acquisitions  
100 F Street, N.E.  
Washington, DC 20549-3628  
Attn: Ms. Celeste M. Murphy

**Re: Lear Corporation  
Amendment No. 1 to Schedule TO-I  
File No. 005-43537**

In connection with responding to comments from the Securities and Exchange Commission (the "Commission"), Lear Corporation (the "Company") acknowledges that:

- the Company is responsible for the adequacy and accuracy of the disclosure in the filings;
- staff comments or changes to disclosure in response to staff comments in the filings reviewed by the staff do not foreclose the Commission from taking any action with respect to the filing; and
- the Company may not assert staff comments as a defense in any proceeding initiated by the Commission or any other person under the federal securities laws of the United States.

Yours truly,

LEAR CORPORATION

By: /s/ Shari L. Burgess  
Name: Shari L. Burgess  
Its: Vice President and Treasurer