

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 14D-1  
TENDER OFFER STATEMENT PURSUANT TO SECTION 14(D)(1)  
OF THE SECURITIES EXCHANGE ACT OF 1934

(AMENDMENT NO. 1)

AND

SCHEDULE 13D  
UNDER THE SECURITIES EXCHANGE ACT OF 1934

(AMENDMENT NO. 1)

AUTOMOTIVE INDUSTRIES HOLDING, INC.

(NAME OF SUBJECT COMPANY)

AIHI ACQUISITION CORP.  
LEAR SEATING CORPORATION

(BIDDERS)

CLASS A COMMON STOCK, PAR VALUE \$.01 PER SHARE

(TITLE OF CLASS OF SECURITIES)

05329E 10 2

(CUSIP NUMBER OF CLASS OF SECURITIES)

JAMES H. VANDENBERGHE  
21557 TELEGRAPH ROAD  
SOUTHFIELD, MICHIGAN 48034  
(810) 746-1500

(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSONS AUTHORIZED TO  
RECEIVE NOTICES AND COMMUNICATIONS ON BEHALF OF BIDDERS)

Copy to:

JOHN L. MACCARTHY, ESQ.  
WINSTON & STRAWN  
35 WEST WACKER DRIVE  
SUITE 4200  
CHICAGO, ILLINOIS 60601  
(312) 558-5600

JULY 26, 1995

(DATE OF EVENT WHICH REQUIRES FILING STATEMENT ON SCHEDULE 13D)

CALCULATION OF FILING FEE

TRANSACTION VALUATION\*

AMOUNT OF FILING FEE

\$640,581,204

\$128,116.24

\* Estimated solely for purposes of calculating the amount of filing fee. The amount assumes the purchase of 19,121,827 shares of Class A Common Stock, par value \$.01 per share of the Subject Company (the "Shares"), at a price per Share of \$33.50 in cash. Such number of Shares represents all of the Shares outstanding as of June 30, 1995 on a fully-diluted basis, assuming the exercise of all existing options and warrants to acquire Shares and the exchange of all outstanding promissory notes or shares of capital stock exchangeable into Shares and including Shares issuable under the Subject Company's Employee Stock Discount Purchase Plan.

/X/ 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:	\$128,116.24	FILING PARTY:	AIHI ACQUISITION CORP. LEAR SEATING CORPORATION
FORM OR REGISTRATION NO.:	SCHEDULE 14D-1 AND SCHEDULE 13D	DATE FILED:	JULY 20, 1995

PAGE 1 OF    PAGES.  
EXHIBIT INDEX ON PAGE    .

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CUSIP No. 05329E 10 2

-----  
 1 NAME OF REPORTING PERSONS:  
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  
 AIHI Acquisition Corp.  
 -----

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  
 (a) / /  
 (b) / /  
 -----

3 SEC USE ONLY  
 -----

4 SOURCE OF FUNDS  
 BK, AF  
 -----

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
 TO ITEMS 2(e) or 2(f) / /  
 -----

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
 Delaware  
 -----

7 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
 3,996,518\*  
 -----

8 CHECK IF THE AGGREGATE AMOUNT IN ROW (7) EXCLUDES CERTAIN SHARES / /  
 -----

9 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (7) APPROXIMATELY  
 22.8%\*  
 -----

10 TYPE OF REPORTING PERSON  
 CO  
 -----

\* See footnote on following page.

CUSIP No. 05329E 10 2

1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS  
LEAR SEATING CORPORATION (13-3386776)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) / /  
(b) / /

3 SEC USE ONLY

4 SOURCE OF FUNDS  
BK

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEMS 2(e) OR 2(f). / /

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
Delaware

7 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
3,996,518\*

8 CHECK IF THE AGGREGATE AMOUNT IN ROW (7) EXCLUDES CERTAIN SHARES / /

9 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (7) APPROXIMATELY  
22.8%\*

10 TYPE OF REPORTING PERSON  
CO

\*On July 16, 1995, Lear Seating Corporation ("Parent") and AIHI Acquisition Corp., a wholly-owned subsidiary of Parent (the "Purchaser"), entered into certain agreements (collectively, the "Stockholders Agreement") with ONEX DHC LLC, J2R Corporation, S.A. Johnson and Scott D. Rued (collectively, the "Stockholders") pursuant to which the Stockholders agreed, among other things, to validly tender (and not withdraw) pursuant to the Purchaser's offer to purchase all of the Shares beneficially owned by them (representing as of July 16, 1995 an aggregate of 4,008,518 Shares, or approximately 22.8% of the Shares outstanding as of June 30, 1995). Pursuant to the Stockholders Agreement, each of the Stockholders also agreed to vote, or grant a consent or approval in respect of the Shares subject to the Stockholders Agreement (i) in favor of the Merger and the Merger Agreement (each as defined in the Offer to Purchase (as hereinafter defined)) and (ii) against certain transactions involving Automotive Industries Holding, Inc. other than the transactions contemplated by the Merger Agreement. The Stockholders Agreement is described more fully in Section 12 of the Offer to Purchase dated July 20, 1995 of Parent and the Purchaser (the "Offer to Purchase"). On July 26, 1995, Parent, Purchaser and S.A. Johnson entered into that certain Waiver of Stockholders Agreement, pursuant to which Parent and Purchaser agreed to waive any violation of the Stockholders Agreement attributable solely to S.A. Johnson's transfer of 12,000 Shares to Stanford University. As a result, after giving effect to the Waiver Agreement and the transfer of such 12,000 Shares by S.A. Johnson to Stanford University, the Shares beneficially owned by the Stockholders represent an aggregate of 3,996,518 Shares (or approximately 22.8% of the Shares outstanding as of June 30, 1995).

Lear Seating Corporation, a Delaware corporation (the "Parent"), and AIHI Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of the Parent (the "Purchaser"), hereby amend and supplement their Tender Offer Statement on Schedule 14D-1, filed on July 20, 1995 (as amended, the "Schedule 14D-1"), relating to the offer by the Purchaser and Parent to purchase all of the outstanding shares of Class A Common Stock, par value \$.01 per share (the "Shares"), of Automotive Industries Holding, Inc. (the "Company"), as set forth in this Amendment No. 1. This Amendment No. 1 also constitutes an amendment to the Statement on Schedule 13D (as amended, the "Schedule 13D") with respect to the acquisition by the Purchaser and Parent of beneficial ownership of the Shares subject to the Stockholders Agreement. The item numbers and responses thereto below are in accordance with the requirements of Schedule 14D-1.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

Item 3(b) is hereby amended to add the following:

On July 26, 1995, Parent, Purchaser and S.A. Johnson entered into that certain Waiver of Stockholders Agreement, pursuant to which Parent and Purchaser agreed to waive any violation of the Stockholders Agreement attributable solely to S.A. Johnson's transfer of 12,000 Shares to Stanford University. As a result, after giving effect to the Waiver Agreement and the transfer of such 12,000 Shares by S.A. Johnson to Stanford University, the Shares beneficially owned by the Stockholders represent an aggregate of 3,996,518 Shares (or approximately 22.8% of the Shares outstanding as of June 30, 1995).

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE BIDDER.

Item 5(a)-(e) is hereby amended to add the following:

The information set forth in Item 3(b) above is incorporated herein by reference.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

Item 6(a)-(b) is hereby amended to add the following:

The information set forth in Item 3(b) above is incorporated herein by reference.

ITEM 7. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES.

Item 7 is hereby amended to add the following:

The information set forth in Item 3(b) above is incorporated herein by reference.

ITEM 10. ADDITIONAL INFORMATION.

Item 10(a) is hereby amended to add the following:

The information set forth in Item 3(b) above is incorporated herein by

reference.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS.

Item 11 is hereby amended and supplemented by adding the following exhibits:

(a)(10) Letter to Participants in the Employee Stock Discount Purchase Plan of the Company.

(c)(6) Waiver to Stockholders Agreement, dated as of July 26, 1995, among the Purchaser, the Parent and S.A. Johnson.

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.

Dated: July 27, 1995

AIHI ACQUISITION CORP.

By: /s/ James H. Vandenberghe

-----  
Name: James H. Vandenberghe  
Title: Executive Vice President and  
Chief Financial Officer

LEAR SEATING CORPORATION

By: /s/ James H. Vandenberghe

-----  
Name: James H. Vandenberghe  
Title: Executive Vice President and  
Chief Financial Officer



## EXHIBIT INDEX

EXHIBIT NUMBER -----	EXHIBIT NAME -----	EXHIBIT PAGE -----
(a)(1) --	Offer to Purchase.	*
(a)(2) --	Letter of Transmittal.	*
(a)(3) --	Notice of Guaranteed Delivery.	*
(a)(4) --	Letter to Brokers, Dealers, Banks, Trust Companies and Other Nominees.	*
(a)(5) --	Letter to Clients for use by Brokers, Dealers, Banks, Trust Companies and Other Nominees.	*
(a)(6) --	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.	*
(a)(7) --	Form of Summary Advertisement dated July 20, 1995.	*
(a)(8) --	Text of Press Release, dated July 17, 1995, issued by the Company and the Parent.	*
(a)(9) --	Text of Press Release, dated July 20, 1995, issued by Parent.	*
(a)(10) --	Letter to Participants in the Employee Stock Discount Purchase Plan of the Company.	
(b)(1) --	Commitment Letter, dated July 7, 1995, from Chemical Bank and Chemical Securities Inc.	*
(c)(1) --	Agreement and Plan of Merger, dated as of July 16, 1995, among the Purchaser, Parent and the Company.	*
(c)(2) --	Stockholders Agreement, dated as of July 16, 1995, among the Purchaser, Parent and J2R Corporation, S.A. Johnson and Scott D. Rued.	*
(c)(3) --	Stockholders Agreement, dated as of July 16, 1995, among the Purchaser, Parent and ONEX DHC LLC.	*
(c)(4) --	Noncompete Agreement dated as of July 16, 1995, among the Purchaser, Parent and J2R Corporation, Hidden Creek Industries, S.A. Johnson and Scott D. Rued.	*
(c)(5) --	Confidentiality Agreement, dated April 18, 1995, between Parent and the Company.	*
(c)(6) --	Waiver to Stockholders Agreement, dated as of July 26, 1995, among the Purchaser, the Parent and S.A. Johnson.	
(d) --	None.	
(e) --	Not applicable.	
(f) --	None.	

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\* Previously filed

Offer to Purchase for Cash  
 All Outstanding Shares of Class A Common Stock  
 of  
 AUTOMOTIVE INDUSTRIES HOLDING, INC.  
 at  
 \$33.50 Net Per Share  
 by  
 AIHI ACQUISITION CORP.  
 a wholly-owned subsidiary of  
 LEAR SEATING CORPORATION

-----  
 THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK  
 CITY TIME, ON WEDNESDAY, AUGUST 16, 1995, UNLESS THE OFFER IS EXTENDED.  
 -----

To Participants in the Employee Stock Discount Purchase Plan of Automotive  
 Industries Holding, Inc.:

Enclosed for your consideration are the Offer to Purchase, dated July 20,  
 1995 (the "Offer to Purchase"), and a Letter of Transmittal (blue) (which,  
 together with any amendments or supplements thereto, constitute the "Offer"),  
 relating to the Offer by AIHI Acquisition Corp., a Delaware corporation (the  
 "Purchaser") and a wholly-owned subsidiary of Lear Seating Corporation, a  
 Delaware corporation (the "Parent"), to purchase all of the shares of Class A  
 Common Stock, par value \$.01 per share (the "Shares"), of Automotive Industries  
 Holding, Inc., a Delaware corporation (the "Company"), at a price of \$33.50 per  
 Share, net to the seller in cash, without interest thereon, upon the terms and  
 subject to the conditions set forth in the Offer.

OUR NOMINEE IS THE HOLDER OF RECORD OF SHARES HELD FOR YOUR ACCOUNT AS A  
 PARTICIPANT IN THE COMPANY'S EMPLOYEE STOCK DISCOUNT PURCHASE PLAN (THE "PLAN").  
 A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US THROUGH OUR NOMINEE AS THE HOLDER  
 OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS  
 FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED BY YOU TO TENDER  
 SHARES HELD IN YOUR PLAN ACCOUNT.

We request instructions as to whether you wish to have us instruct our  
 nominee to tender on your behalf any or all of the Shares held in your Plan  
 account, upon the terms and subject to the conditions set forth in the Offer.

If you wish to have us tender any or all of the Shares held in your Plan  
 account, please so instruct us by completing, executing and returning to us the  
 instruction form enclosed with this letter and the Substitute Form W-9 by 5:00  
 p.m., New York City time, on Tuesday, August 15, 1995, unless the Offer is  
 extended. If you authorize the tender of such Shares, all such Shares will be  
 tendered unless otherwise specified in your instructions. An envelope in which  
 to return your instructions to us is enclosed. Your authorization should be  
 forwarded to us in ample time to permit us to instruct our nominee to submit a  
 tender on your behalf prior to the expiration of the Offer.

Please note the following:

1. The tender price is \$33.50 per Share, net to you in cash, without  
 interest thereon, upon the terms and subject to the conditions set forth in  
 the Offer.

2. The Offer is being made for all outstanding Shares.

3. The Offer is conditioned upon, among other things, (1) there being  
 validly tendered prior to the expiration of the Offer and not withdrawn  
 that number of Shares which, together with the Shares then owned by the  
 Purchaser or Parent, represents at least a majority of the Shares  
 outstanding on a fully diluted basis and (2) Parent having received the  
 financing necessary to consummate the Offer and the

Merger (as defined in the Offer to Purchase) contemplated by the Commitment Letter dated July 7, 1995 from Chemical Bank and Chemical Securities Inc. See Sections 12 and 14 of the Offer to Purchase.

4. The Board of Directors of the Company has unanimously determined that each of the Offer and the Merger is fair to, and in the best interests of, the Company's stockholders, has approved the Merger Agreement (as defined in the Offer to Purchase) and the transactions contemplated thereby, including the Merger, and recommends that the Company's stockholders accept the Offer and tender all of their Shares pursuant to the Offer.

5. Tendering stockholders will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes on the purchase of Shares by the Purchaser pursuant to the Offer.

6. The Offer and withdrawal rights will expire at 12:00 Midnight, New York City time, on Wednesday, August 16, 1995, unless the Offer is extended.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares residing in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. However, the Purchaser may, in its discretion, take such action as it may deem necessary to make the Offer in any jurisdiction and extend the Offer to holders of Shares in such jurisdiction.

In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer is being made on behalf of the Purchaser by Lehman Brothers Inc., the Dealer Manager for the Offer, or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

Very truly yours,

Norwest Bank Minnesota, N.A.  
as Agent

-----  
PAYER'S NAME: NORWEST BANK MINNESOTA, N.A.  
-----

SUBSTITUTE  
FORM W-9  
DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE

PART I--PLEASE PROVIDE YOUR TIN  
IN THE BOX AT RIGHT AND CERTIFY  
BY SIGNING AND DATING BELOW.

PART III--Social Security  
Number OR  
Employer Identification Number

(If awaiting TIN write "Applied  
For")

-----  
Payer's Request for Taxpayer  
Identification Number (TIN)

PART II--For Payees Exempt From Backup Withholding, see the  
enclosed  
Guidelines for Certification of Taxpayer Identification Number on  
Sub-  
stitute Form W-9 and complete as instructed therein.  
-----

CERTIFICATION--Under penalties of perjury, I certify that:

- (1) The Number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me); and
- (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

CERTIFICATE INSTRUCTIONS--You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you were no longer subject to backup withholding, do not cross out item (2). (Also see instructions in the enclosed Guidelines.)

-----  
NAME

(Please Print)

SIGNATURE

DATE  
-----

NOTE: FAILURE TO COMPLETE AND RETURN THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER TO PURCHASE. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING A TIN.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within sixty (60) days, 31% of all payments of the Offer Price made to me thereafter will be withheld until I provide a number.

SIGNATURE

DATE

Instructions with Respect to  
the Offer to Purchase for Cash  
all Outstanding Shares of Class A Common Stock  
of

AUTOMOTIVE INDUSTRIES HOLDING, INC.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated July 20, 1995 (the "Offer to Purchase"), and the related Letter of Transmittal (blue) (such documents, together with any amendments or supplements thereto, collectively constitute the "Offer"), in connection with the offer by AIHI Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly-owned subsidiary of Lear Seating Corporation, a Delaware corporation (the "Parent"), to purchase all the shares of Class A Common Stock, par value \$.01 per share (the "Shares"), of Automotive Industries Holding, Inc., a Delaware corporation (the "Company"). The undersigned understand(s) that the Offer applies to Shares allocated to the account of the undersigned in the Company's Employee Stock Discount Purchase Plan (the "Plan").

This will instruct you, as Agent for the Plan, to instruct your nominee to tender the number of Shares indicated below (or, if no number is indicated below, all Shares) that are held for the Plan account of the undersigned, upon the terms and subject to the conditions set forth in the Offer.

SIGN HERE

-----  
Number of Shares to be Tendered\*  
(Check one choice ONLY)

Please tender ALL shares in my account

Please tender \_\_\_\_\_ shares from my account.  
(Note: Check this selection ONLY if you do not wish to tender ALL shares in your account.)

-----  
-----  
Signature(s)  
-----

Date: -----  
(Print Name(s))  
-----

-----  
(Print Address(es))  
-----

-----  
(Area Code and Telephone Number(s))  
-----

-----  
(Taxpayer Identification or  
Social Security Number(s))  
-----

-----  
\* Unless otherwise indicated, it will be assumed that all Shares in your Plan account are to be tendered, including any additional Shares credited to your account through the Expiration Date (as defined in the Offer to Purchase).

MAIL THIS FORM IN THE ENCLOSED REPLY ENVELOPE TO:

Reorganization Department  
161 North Concord Exchange Street  
P.O. Box 418  
South St. Paul, MN 55075-0418

Phone numbers: 612-450-4064  
800-468-9716

WAIVER TO STOCKHOLDERS AGREEMENT

This Waiver to Stockholders Agreement (the "Waiver") is made, executed and delivered by Lear Seating Corporation, a Delaware corporation ("Buyer"), and AIHI Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Buyer ("Merger Subsidiary") as of this 26th day of July, 1995.

WITNESSETH:

WHEREAS, a Stockholders Agreement has been executed and delivered as of the 16th day of July, 1995 among the Buyer, the Merger Subsidiary, S.A. Johnson ("Johnson"), and the other Stockholders signatory thereto (the "Agreement");

WHEREAS, Johnson wishes to transfer certain of his Shares to Stanford University ("Stanford"); and

WHEREAS, Johnson has requested the Buyer and the Merger Subsidiary to waive certain violations of the Agreement which would occur in connection with such transfer to Stanford, and the Buyer and Merger Subsidiary have agreed to waive such violations, as and to the extent hereinafter described.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

2. Waiver. The Buyer and the Merger Subsidiary hereby waive any violation of the Agreement attributable solely to Johnson's transfer of 12,000 Shares to Stanford. This waiver is only applicable and shall only be effective in this specific instance and for the specific purpose for which made or given. Except as specifically set forth herein, all of the terms, conditions and covenants of the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the Buyer and the Merger Subsidiary have caused this Waiver to be duly executed as of the day and year first above written.

LEAR SEATING CORPORATION

By: /s/ Joseph F. McCarthy  
-----  
Its: Vice President  
-----

AIHI ACQUISITION CORP.

By: /s/ Joseph F. McCarthy  
-----  
Its: Vice President  
-----

AGREED TO AND  
ACKNOWLEDGED THIS  
26TH DAY OF JULY, 1995

/s/ S.A. Johnson  
-----  
S.A. JOHNSON