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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

LEAR CORPORATION
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

13-3386776

(I.R.S. Employer Identification No.)

21557 Telegraph Road
Southfield, Michigan

(Address of principal executive offices)

48034

(zip code)

Lear Corporation Executive Supplemental Savings Plan

(Full title of the Plan)

Joseph F. McCarthy
Vice President, Secretary and General Counsel
Lear Corporation
21557 Telegraph Road
Southfield, Michigan 48034

(Name and address of agent for service)
(248) 746-1500

(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (1)	AMOUNT OF REGISTRATION FEE
Lear Corporation Executive Supplemental Savings Plan Obligations (2)	\$10,000,000	100%	\$10,000,000	\$2,950

(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(h).

(2) The Lear Corporation Executive Supplemental Savings Plan Obligations (the "Obligations") are unsecured obligations of Lear Corporation to pay deferred compensation in the future in accordance with the Lear Corporation Executive Supplemental Savings Plan (the "Plan").

PART I

INFORMATION REQUIRED IN SECTION 10(a) PROSPECTUS

The document(s) containing the information specified in Part I of Form S-8 will be sent or given to participating employees as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THIS REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

Lear Corporation (the "Company") hereby incorporates the following documents herein by reference:

- (a) The Company's Annual Report on Form 10-K for the year ended December 31, 1997;
- (b) The Company's Quarterly Report on Form 10-Q for the quarter ended March 28, 1998;
- (c) The Company's current Report on Form 8-K dated June 30, 1998;
- (d) All other reports filed by the Company pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on or after December 31, 1997; and
- (e) The description of the Company's Common Stock, \$.01 par value per share, contained in the Company's registration statement on Form 8-A, as amended by Amendment No. 1 on Form 8-A/A filed on April 5, 1994, including any subsequent amendment or any report or other filing with the Securities and Exchange Commission (the "SEC") updating such description.

In addition, all documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which removes from registration all such securities then remaining unsold shall be deemed to be incorporated herein by reference and to be a part hereof from the date of filing of such documents.

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

ITEM 4. DESCRIPTION OF SECURITIES

Under the Lear Corporation Executive Supplemental Savings Plan (the "Plan"), the Company provides eligible employees ("Participants"), who are prohibited from fully contributing to the Lear Corporation Salaried Retirement Savings Plan (the "Retirement Plan") due to limitations imposed by the Internal Revenue Code, the opportunity to defer a portion of their current cash compensation. The portions of compensation deferred under such elections are referred to herein as "Obligations." The Plan also provides benefits that would have been earned under the Retirement Plan and/or the Lear Corporation Salaried Pension Plan and/or the Lear Corporation Pension Equalization Program if the Participant had not elected to defer compensation into either the Plan or the Management Stock Purchase Program under the Lear Long-Term Stock Incentive Plan. The Company herein registers \$10,000,000 of Obligations.

Each Participant defers compensation in accordance with the Plan, pursuant to an irrevocable election made by the Participant. The Company will account for deferred compensation, together with any Company matching contributions, by establishing bookkeeping accounts for each Participant. Accounts established under the Plan shall be credited monthly at the monthly compound equivalent of the Prime Rate (as in effect at the beginning of each calendar quarter). Obligations to Participants will be paid in cash in accordance with the Participant's deferral election.

All Obligations under the Plan and the establishment of individual bookkeeping accounts shall be deemed not to have created a trust, and no Participant shall have an ownership interest in any such account. Obligations are unsecured general obligations of the Company to pay the deferred compensation in the future in accordance with the terms of the Plan. Obligations will rank without preference with other unsecured and unsubordinated indebtedness of the Company from time to time outstanding and are, therefore,

subject to the risks of the Company's insolvency. Obligations, under the terms of the Plan, do not benefit from any affirmative or negative pledge or covenant from the Company.

A Participant's rights to any amounts credited to his accounts may not be alienated, sold, transferred, assigned, pledged, attached or otherwise encumbered by the Participant and may only pass upon the Participant's death pursuant to a beneficiary designation made by a Participant in accordance with the terms of the Plan. Obligations are not subject to early redemption, in whole or in part, except as specified in the Plan. Obligations are not convertible into any other security of the Company. The Company reserves the right to amend, merge, consolidate or terminate the Plan; provided, however, that any such action shall not adversely affect the amount that any Participant is entitled to receive.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

None.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company is a Delaware corporation. Reference is made to Section 145 of the Delaware General Corporation Law, as amended (the "GCL"), which provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at its request in such capacity of another corporation or business organization against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such person's conduct was unlawful. A Delaware corporation may indemnify officers and directors in any action by or in the right of a corporation under the same conditions, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses (including attorneys' fees) that such officer or director actually and reasonably incurred.

Reference is also made to Section 102(b)(7) of the GCL, which permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the GCL or (iv) for any transaction from which the director derived an improper personal benefit.

The certificate of incorporation of the Company provides for the elimination of personal liability of a director for breach of fiduciary duty as permitted by Section 102(b)(7) of the GCL and the by-laws of the Company provide that the Company shall indemnify its directors and officers to the full extent permitted by Section 145 of the GCL.

The Company has directors and officers liability insurance that insures the directors and officers of the Company against certain liabilities.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not Applicable.

ITEM 8. EXHIBITS

A list of exhibits is set forth on the Index to Exhibits.

ITEM 9. UNDERTAKINGS

(a) The undersigned Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made of the securities registered hereby, a post-effective amendment to this Registration Statement:

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

(ii) To reflect in the prospectus any facts or events arising after the effective date of this 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 this Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the SEC by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, 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.

(b) The undersigned Company hereby further undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of the annual report of the employee benefit plan pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company 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 Company 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 Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Southfield, Michigan on the 17 day of July, 1998.

LEAR CORPORATION

By: /s/ Kenneth L. Way

Kenneth L. Way
Chairman of the Board and
Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Kenneth L. Way, Robert E. Rossiter and James H. Vandenberghe and each of them (with full power to each of them to act alone), his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all said attorneys-in-fact and agents, or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Kenneth L. Way ----- Kenneth L. Way	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	July 17, 1998
/s/ Robert E. Rossiter ----- Robert E. Rossiter	Director, President and Chief Operating Officer -- International Operations	July 17, 1998
/s/ James H. Vandenberghe ----- James H. Vandenberghe	Director, President and Chief Operating Officer -- North American Operations	July 17, 1998
/s/ Donald J. Stebbins ----- Donald J. Stebbins	Senior Vice President and Chief Financial Officer (Principal Financial and Principal Accounting Officer)	July 17, 1998
/s/ Gian Andrea Botta ----- Gian Andrea Botta	Director	July 17, 1998
/s/ Irma B. Elder ----- Irma B. Elder	Director	July 17, 1998
/s/ Larry W. McCurdy ----- Larry W. McCurdy	Director	July 17, 1998
/s/ Roy E. Parrott ----- Roy E. Parrott	Director	July 17, 1998

/s/ Robert W. Shower ----- Robert W. Shower	Director	July 17, 1998
/s/ David P. Spalding ----- David P. Spalding	Director	July 17, 1998
/s/ James A. Stern ----- James A. Stern	Director	July 17, 1998

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION
4.1	Lear Corporation Executive Supplemental Savings Plan, filed herewith
4.2	First Amendment to the Lear Corporation Executive Supplemental Savings Plan, filed herewith
4.3	Lear Corporation Executive Supplemental Savings Plan Deferred Compensation Agreement, filed herewith
4.4	Lear Corporation Executive Supplemental Savings Plan Beneficiary Designation Form, filed herewith
5.1	Opinion of Winston & Strawn re legality of securities issued
23.1	Consent of Arthur Andersen LLP
23.3	Consent of Winston & Strawn (contained in Exhibit 5.1 hereof)
24.1	Powers of Attorney (included on the signature page hereof)

LEAR CORPORATION
EXECUTIVE SUPPLEMENTAL SAVINGS PLAN

EFFECTIVE JANUARY 1, 1997

FOREWORD

Effective as of January 1, 1997, Lear Corporation has adopted the Lear Corporation Executive Supplemental Savings Plan (the "Plan") for the benefit of certain of its key executives.

The purposes of the Plan are (a) to permit certain key executives to elect to defer payment of a portion of current compensation until a later year, and (b) to provide participants and their beneficiaries under the Lear Corporation Salaried Pension Plan (the "Pension Plan"), the Lear Corporation Salaried Retirement Savings Plan (the "Savings Plan") and the Lear Corporation Pension Equalization Program (the "SERP") with the amount of retirement income that is not provided under the Pension Plan, Savings Plan or SERP by reason of the participant having elected to defer compensation under this Plan or under Section 8.2 of the Lear Corporation Long Term Stock Incentive Plan.

It is intended that the Plan be an unfunded deferred compensation plan for "a select group of management or highly compensated employees," as that term is used in the Employee Retirement Income Security Act of 1974, as amended.

SECTION ONE

Definitions

- 1.1 Except to the extent otherwise indicated herein, and except to the extent otherwise inappropriate in the context, the definitions contained in the Pension Plan and Savings Plan are applicable under the Plan.
- 1.2 "Actuarial Equivalent" means, with respect to any specified annuity or benefit, another annuity or benefit, commencing at a different date and/or payable in a different form than the specified annuity or benefit, but which has the same present value as the specified annuity or benefit, when measured using the Applicable Interest Rate and Applicable Mortality Table as specified in the Pension Plan.
- 1.3 "Benefits Committee" means the Benefits Committee of the Corporation, as appointed by the Board of Directors.
- 1.4 "Board of Directors" means the Board of Directors of the Corporation.
- 1.5 "Code" means the Internal Revenue Code of 1986, as amended. Any reference to any Code Section shall also mean any successor provision thereto.
- 1.6 "Corporation" means Lear Corporation and any successor to such corporation by merger, purchase or otherwise.
- 1.7 "Deferred Account" means the bookkeeping account established under Section 3.1 established on behalf of a participant, and includes any deemed earnings credited thereon.
- 1.8 "Deferred Compensation" means the amount of a Key Executive's compensation that such Key Executive has deferred until a later year pursuant to an election under Section 2.2 of this Plan.
- 1.9 "Key Executive" means an executive employed by the Corporation who is entitled to participate in the Plan under Section 2.1.
- 1.10 "Long Term Stock Incentive Plan" means the Lear Corporation Long Term Stock Incentive Plan.
- 1.11 "Management Stock Purchase Program" or "MSPP" means the election to defer compensation for purposes of purchase of Company stock in accordance with Section 8.2 of the Lear Corporation Long Term Stock Incentive Plan.
- 1.12 "Pension Plan" means the Lear Corporation Salaried Pension Plan.
- 1.13 "Pension Make-up Amount" means the pension benefits established under Section 3.2 on behalf of a participant.

- 1.14 "Plan" means the Lear Corporation Executive Supplemental Savings Plan as from time to time in effect.
- 1.15 "Savings Plan" means the Lear Corporation Salaried Retirement Savings Plan. For 1997, Savings Plan shall also include the Masland Associates Security Plan.
- 1.16 "Savings Make-up Account" means the bookkeeping account established under Section 3.3 established on behalf of a participant, and includes any deemed earnings credited thereon.
- 1.17 "SERP" means the Lear Corporation Pension Equalization Program.

SECTION TWO

Participation and Deferral Election

2.1 Eligibility

Participation in the Plan shall be limited to employees of the Corporation who are designated by the Senior Vice President of Human Resources of the Corporation and approved for participation in the Plan by the Benefits Committee. For purposes of participation as of January 1, 1997, this includes all Vice Presidents of the Corporation and its domestic subsidiaries, as well as all employees earning base pay of at least the "Base Salary Threshold" as of November 15, 1996. As of November 15, 1996, the Base Salary Threshold is \$125,000.

If first employed after November 15, 1996, an employee shall be eligible to participate as of the first of the month following one full calendar month of employment if he or she is a Vice President of the Corporation and its domestic subsidiaries, or his or her base salary as of date of employment is at least five sixths of the annual limit (as of such date of employment) under Code Section 401(a)(17), rounded to the nearest dollar, subject to approval of the Senior Vice President of Human Resources of the Corporation.

As of each November 15, the Base Salary Threshold shall be redetermined as five sixths of the annual limit (as of such November 15) under Code Section 401(a)(17), rounded to the nearest dollar. Employees who have never participated under the Plan but who are Vice Presidents of the Corporation and its domestic subsidiaries, or earning base pay of at least the "Base Salary Threshold" shall be eligible to participate as of the following January 1.

Employees who elect to participate in the Plan shall continue to be eligible to participate in the Plan in future years, notwithstanding their base salary as of a November 15 falling below the Base Salary Threshold for employees who have never participated in the Plan.

2.2 Deferral Election

Elections of Deferred Compensation shall be made only by Key Executives and shall be on forms furnished by the Benefits Committee. A Deferred Compensation election shall apply only to compensation (as defined below) for the particular year specified in the election. Key Executives shall specify the percentage of such compensation to be deferred under the election, which percentage may not exceed the maximum rate of Employee Tax-deferred Contributions permitted under the Savings Plan for the year. For purposes of the preceding sentence, the term "compensation" means base pay plus short-term incentive bonuses as paid prior to reduction for (a) his or her Deferred Compensation election under this Plan, (b) pre-tax contributions under the Savings Plan and (c) any pre-tax contributions toward health care under Code Section 125, which is in excess of Limited Compensation. "Limited Compensation" is the smaller of (A) the limit on pensionable compensation specified by Code Section 401(a)(17) (including adjustments for

changes in the cost of living as prescribed by the Code), or (B) compensation earned prior to the time the employee reaches the limit on Employee Tax-deferred Contributions specified by Code Section 402(g) (including adjustments for changes in the cost of living as prescribed by the Code).

A Deferred Compensation election with respect to compensation for a particular calendar year (i) must be made before January 1 of such calendar year (or prior to participation in the Plan if the Key Executive becomes eligible to participate during the calendar year), (ii) must specify (from the available alternatives) the date such Deferred Compensation is to be paid (or commence to be paid) and, if such date is at termination of employment, the number of installments (not to exceed 10 years) in which such Deferred Compensation is to be paid, and (iii) once made, cannot be changed or revoked.

In the case of an employee who is eligible under Section 2.1 as of one month following his or her date of employment, any Deferred Compensation election must be made within 30 days of employment, and it will apply to compensation earned from date of eligibility for the Savings Plan through the end of that calendar year.

2.3 Deferral Suspension

If a Key Executive makes a withdrawal of his or her 401(k) contributions under the Savings Plan and thereby becomes subject to a suspension of contributions under the Savings Plan, his or her Deferred Compensation under this Plan shall also be suspended for the same period required under the Savings Plan.

SECTION THREE

Accounts

3.1 Deferred Account

The aggregate of the amounts of Deferred Compensation and deemed earnings on such amounts shall be paid to the participant or his or her beneficiary, as applicable, from the general assets of the Corporation in accordance with this Plan and related election forms. Deemed earnings with respect to Deferred Compensation shall be credited monthly at the monthly compound equivalent of the Prime Rate plus 1% in effect at the beginning of each calendar quarter. The Prime Rate shall be the prime rate as published in the Wall Street Journal Midwest edition showing such rate in effect as of the first business day of each calendar quarter. A bookkeeping account shall be maintained for each affected participant to record the amount of such Deferred Compensation and deemed earnings thereon. Participants are always 100 percent vested in their Deferred Accounts.

The Plan Administrator may also maintain separate bookkeeping accounts for Deferred Compensation for each participant for each calendar year plus deemed earnings with respect to such Deferred Compensation, to facilitate calculation upon distribution.

3.2 Pension Make-up Amount

A bookkeeping account shall be established on behalf of each participant in the Plan which, at any time, shall yield a benefit equal to the benefit as of such date that would have accrued under the Pension Plan and/or the SERP had the participant not elected to defer compensation under Section 2.2 of this Plan and not elected to defer compensation under the MSPP.

A participant shall be vested in his or her Pension Make-up Amount after three years of Service (as defined in the Pension Plan).

3.3 Savings Make-up Account

A bookkeeping account shall be established on behalf of each participant in the Plan, which shall be credited with the excess, if any, of (i) the amount of employer matching contributions which would have been made on behalf of a participant had the participant's Deferred Compensation been contributed to the Savings Plan (without regard to any refunds of participant contributions required under the Code, or the effects of Code Sections 401(a)(17), 402(g) or 415), over (ii) actual employer matching contributions under the Savings Plan. The Savings Make-up Account shall be credited monthly with deemed investment earnings at the monthly compound equivalent of the Prime Rate plus 1% in effect at the beginning of each calendar quarter. The Prime Rate shall be the prime rate as published in the Wall Street Journal Midwest edition showing such rate in effect as of the first business day of each calendar quarter. A participant is vested in his or her Savings Make-up Account after three years of Service (as defined in the Pension Plan).

3.4 MSPP Make-up Account

A bookkeeping account shall be established on behalf of each participant in the Plan, which shall be credited with the excess, if any, of (i) the amount of employer matching contributions which would have been made on behalf of a participant had the participant's deferred compensation under the MSPP been contributed to the Savings Plan (without regard to any refunds of participant contributions required under the Code, or the effects of Code Sections 401(a)(17), 402(g) or 415), up to, but not exceeding the rate at which the participant contributed to the Savings Plan for such year, over (ii) actual employer matching contributions under the Savings Plan. The MSPP Make-up Account shall be credited monthly with deemed investment earnings at the monthly compound equivalent of the Prime Rate plus 1% in effect at the beginning of each calendar quarter. The Prime Rate shall be the prime rate as published in the Wall Street Journal Midwest edition showing such rate in effect as of the first business day of each calendar quarter. A participant is vested in his or her MSPP Make-up Account after three years of Service (as defined in the Pension Plan).

SECTION FOUR

Payment of Benefits

4.1 Event of Payment

The vested account balances of all of a participant's Accounts are payable as hereinafter provided. No withdrawals, including loans, may be allowed from the Plan for any reason while the participant is still employed by the Corporation; however, reemployment of a participant shall not suspend the payment of any benefits hereunder.

4.2 Payment of Deferred Account

Payment of benefits from a participant's Deferred Account shall be made in accordance with deferred compensation agreements made at the time the participant elected to defer compensation. A separate deferred compensation agreement shall govern each year's Deferred Compensation and deemed earnings on such Deferred Compensation attributable to any year. The terms of these deferred compensation agreements dealing with the timing and form of payment may be changed from year to year by the Benefits Committee, but once an election is made by a participant as to the timing and form of a distribution from the Deferred Account with respect to a particular year, such election is irrevocable.

4.3 Payment of Savings Make-up Account

Distributions from the Savings Make-up Account shall be made in the same form and at the same time as benefit payments made under the Savings Plan.

4.4 Payment of MSPP Make-up Account

Distributions from the MSPP Make-up Account shall be made in the same form and at the same time as benefit payments made under the Savings Plan.

4.5 Payment of Pension Make-up Amount

Except as provided in Section 4.6 below, distributions of the Pension Make-up Amount shall be made in the same form and at the same time as benefit payments made under the Pension Plan.

4.6 Other Distributions of Pension Make-up Amount

- (a) If the aggregate value of a participant's Pension Make-up Amount (determined in accordance with Actuarial Equivalence as determined under the Pension Plan) is less than \$10,000, the participant or his or her beneficiary shall receive benefits under this Plan in the form of a single lump

sum as soon as practicable after termination of employment, without regard to distribution elections made under the Pension Plan.

- (b) Notwithstanding Section 4.5 or subparagraph (a) of this Section, if an active participant is eligible to elect and so elects, the participant may receive the present value (as hereinafter defined) of the Pension Make-up Amount paid in a lump sum upon termination of employment.
- (i) Such election shall not be effective if termination of employment occurs before the end of the first full calendar year beginning after the election is made, except if termination occurs by reason of death.
 - (ii) Eligibility to elect this form of benefit shall be limited to employees who will be at least age 62 and have 10 years of Service (as defined in the Pension Plan) when benefits are to be paid, and (A) if the employee is restricted in stock ownership trades under Section 16b of the Security Exchange Commission Regulations, have approval of the Compensation Committee of the Board of Directors, or (B) if the employee is not restricted in stock ownership trades under Section 16b of the Security Exchange Commission Regulations, have approval of the Chief Executive Officer of the Corporation.
 - (iii) Present value shall mean the lump sum Actuarial Equivalent as defined under the Pension Plan.
 - (iii) The benefit calculation shall be made based on the immediate benefit, reduced as in accordance with the terms of the Pension Plan.
 - (iv) If a participant becomes disabled, as defined in the Pension Plan, termination of employment shall be deemed to occur upon cessation of benefit accruals under the Pension Plan.
- (c) Notwithstanding Section 4.5 or subparagraph (a) of this Section, if an active participant is eligible to elect and so elects, the participant may receive the Pension Make-up Amount paid in a series of annual installments, as elected by the participant and not to exceed 20 years, commencing as of the first of the month coincident with or next following termination of employment and payable as of each anniversary thereafter.
- (i) Such election shall not be effective if termination of employment occurs before the end of the first full calendar year beginning after the election is made, except if termination occurs by reason of death.
 - (ii) Eligibility to elect this form of benefit shall be limited to employees who will be at least age 62 and have 10 years of Service (as defined in the Pension Plan) when benefits are to be paid, and (A) if the employee is restricted in stock ownership trades under Section 16b of the Security Exchange Commission Regulations, have approval of the Compensation Committee of the Board of Directors, or (B) if the employee is not restricted in stock ownership trades under Section

16b of the Security Exchange Commission Regulations, have approval of the Chief Executive Officer of the Corporation.

- (iii) The amount of each annual installment shall mean the Actuarial Equivalent, using interest only, of the lump sum as defined under subsection 4.6(b). The interest rate for purposes of converting the lump sum into the level installments shall be the interest rate used to determine the lump sum. Interest on the unpaid portion shall be credited monthly with deemed investment earnings at the monthly compound equivalent of the Prime Rate plus 1% in effect at the beginning of each calendar quarter. The Prime Rate shall be the prime rate as published in the Wall Street Journal Midwest edition showing such rate in effect as of the first business day of each calendar quarter. To the extent that the remaining unpaid balance as of each anniversary date is different from the scheduled amount based on the previous anniversary date calculation, the annual installment for that year shall be adjusted to reflect such difference.
- (iv) If a participant becomes disabled, as defined in the Pension Plan, termination of employment shall be deemed to occur upon cessation of benefit accruals under the Pension Plan.
- (v) If a participant in receipt of such annual installments dies, the unpaid balance in the participant's account shall be paid in a lump sum to the participant's beneficiary for purposes of the Pension Make-up Amount.

4.7 Beneficiaries

The participant's beneficiary under this Plan with respect to his or her participant Deferred Account shall be the person or persons designated as beneficiary by the participant by filing with the Benefits Committee a written beneficiary designation on a form provided by, and acceptable to, such Benefits Committee. In the event the participant does not make an effective designation of a beneficiary with respect to his or her participant deferred account, the participant's beneficiary with respect to his or her participant deferred account shall be the beneficiary of such participant's beneficiary under the Savings Plan.

The participant's beneficiary under this Plan with respect to his or her Pension Make-up Amount shall be the person who is entitled to benefit payments under the Pension Plan because of the death of the participant.

The participant's beneficiary under this Plan with respect to his or her Savings Make-up Account shall be the person who is entitled to benefit payments under the Savings because of the death of the participant.

The participant's beneficiary under this Plan with respect to his or her participant MSPP Make-up Account shall be the person or persons designated as beneficiary by the participant by filing with the Benefits Committee a written beneficiary designation on a form provided by, and acceptable to, such Benefits Committee. In the event the participant does not make an effective designation of a beneficiary with respect to his or her participant deferred account, the participant's beneficiary with respect to his or her MSPP Make-up Account shall be the beneficiary of such participant's beneficiary under the Savings Plan.

4.8 Termination of the Pension Plan or Savings Plan

In the event that the Pension Plan is terminated, payments of the Pension Make-up Amount which have not previously been paid shall continue to be paid directly by the Corporation but only to the same extent and for the same duration as that part of the payee's benefit from the Pension Plan, which is directly related to such Pension Make-up Amount, is continued to be provided by the assets of the Pension Plan.

In the event that the Savings Plan is terminated, Savings Make-up Accounts and MSPP Make-up Accounts shall be paid directly by the Corporation in the same manner as the distribution of the participant's accounts under the Savings Plan.

SECTION FIVE

Administration and General Provisions

5.1 Plan Administrator

The Benefits Committee shall be the "administrator" of the Plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended.

5.2 Benefits Committee

The Benefits Committee shall be vested with the general administration of the Plan. The Benefits Committee shall have the exclusive right to interpret the Plan provisions and to exercise discretion where necessary or appropriate in the interpretation and administration of the Plan and to decide any and all matters arising thereunder or in connection with the administration of the Plan. The decisions, actions and records of the Benefits Committee shall be conclusive and binding upon the Corporation and all persons having or claiming to have any right or interest in or under the Plan.

The Benefits Committee may delegate to such officers, employees or departments of the Corporation such authority, duties, and responsibilities of the Benefits Committee as it, in its sole discretion, considers necessary or appropriate for the proper and efficient operation of the Plan, including, without limitation, (i) interpretation of the plan, (ii) approval and payment of claims, and (iii) establishment of procedures for administration of the Plan.

5.3 General Provisions

(a) The Corporation shall make no provision for the funding of any benefits payable hereunder that (i) would cause the Plan to be a funded plan for purposes of Code Section 404(a)(5), or Title I of the Employee Retirement Income Security Act of 1974, as amended, or (ii) would cause the Plan to be other than an "unfunded and unsecured promise to pay money or other property in the future" under Treasury Regulations section 1.83-3(e); and shall have no obligation to make any arrangement for the accumulation of funds to pay any amounts under this Plan. Subject to the restrictions of the preceding sentence, the Corporation may establish a grantor trust described in Treasury Regulations sections 1.677(a)-1(d) and accumulate funds therein to pay amounts under the Plan, provided that the assets of the trust shall be required to satisfy the claims of the Corporation's general creditors in the event of the Corporation's bankruptcy or insolvency.

(b) In the event that the Corporation shall decide to establish an advance accrual reserve on its books against the future expense of the Plan, or to establish a grantor trust (which trust will conform to the terms of the model trust

described in Rev. Proc. 92-64 with assets subject to the claims of creditors, such reserve or trust shall not under any circumstances be deemed to be an asset of this Plan but, at all times, shall remain a general asset of the Corporation, subject to the claims of the Corporation's creditors.

(c) A person entitled to any amount under this Plan shall be a general unsecured creditor of the Corporation with respect to such amount.

SECTION SIX

Amendment and Termination

6.1 Amendment of the Plan

Subject to the provisions of Section 6.3, the Plan may be wholly or partially amended or otherwise modified at any time by the Compensation Committee of the Board of Directors.

6.2 Termination of the Plan

Subject to the provisions of Section 6.3, the Plan may be terminated at any time by the Compensation Committee of the Board of Directors.

6.3 No Impairment of Benefits

Notwithstanding the provisions of Sections 6.1 and 6.2, no amendment to or termination of the Plan shall impair any rights to benefits which have accrued hereunder.

Adopted:

By: _____

Name: _____

Title: _____

Date: _____

FIRST AMENDMENT TO THE
LEAR CORPORATION EXECUTIVE SUPPLEMENTAL SAVINGS PLAN

THIS AMENDMENT to the Lear Corporation Executive Supplemental Savings Plan (the "Plan") made by Lear Corporation (the "Corporation"),

WITNESSETH THAT:

1. Effective as of January 1, 1998, the Foreword shall be amended by adding the following as the third paragraph thereof:

Effective as of January 1, 1998, the Masland Officers Deferred Compensation Plan (the "Masland Plan") is merged into the Plan for the benefit of the participants in the Masland Plan as Deferred Accounts. Elections under the Masland Plan shall apply under the Plan to amounts deferred under the Masland Plan.

2. Effective as of January 1, 1998, Section 1.07 is amended by adding the following sentence thereto:

Effective as of January 1, 1998, Deferred Account shall include amounts deferred under the Masland Plan prior to 1997 and transferred to the Plan as of January 1, 1998.

3. Effective as of January 1, 1998, a new definition is added as Section 1.12, and present Sections 1.12 through 1.17 are renumbered as 1.13 through 1.18. The new Section 1.12 shall read as follows:

1.12 "Masland Plan" means the Masland Officer Deferred Compensation Plan prior to 1998, which was merged into the Plan as of January 1, 1998.

4. Effective as of January 1, 1998, Section 2.1 is amended by adding the following paragraph at the end thereof:

Employees who were participants in the Masland Plan and who are not otherwise eligible for the Plan shall participate after 1997 only to the extent of receiving deemed earnings on the account balances transferred from the Masland Plan as of January 1, 1998. Once such Employees become eligible in accordance with the foregoing paragraphs of this Section, this paragraph shall no longer apply.

5. Effective as of January 1, 1997, Section 2.3 is deleted.

- 6. Effective as of January 1, 1997, Section 4.3 is amended by adding the following paragraph thereto:

Notwithstanding the foregoing, if the aggregate value of a participant's Deferred Account at such participant's termination of employment for any reason is less than \$10,000, the participant or his or her beneficiary shall receive benefits under this Plan in the form of a single lump sum as soon as practicable after termination of employment, without regard to distribution elections made on deferred compensation agreements made at the time the participant elected to defer compensation.

- 7. Except to the extent hereby amended, this Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation has adopted this First Amendment to the Plan on the ____ day of _____, 19__.

LEAR CORPORATION

By: _____

LEAR CORPORATION

1998 EXECUTIVE SUPPLEMENTAL SAVINGS PLAN DEFERRED COMPENSATION AGREEMENT

Please read the enclosed "Explanation", then complete this form and return it to the Hilltop Benefits Department no later than December 15. Elections on this form become effective as of January 1, 1998.

You must complete Sections A and B of this form if you wish to participate in the Executive Supplemental Savings Plan (ESSP) for 1998. If you do not want to participate in the ESSP, please check the area indicating so in Section A.

Print Name _____ Social Security Number _____

A. Deferred Compensation Election

After I reach the maximum recognized compensation limit (\$160,000) or the maximum pre-tax contribution limit (\$10,000) under the RSP during 1998 [check ONE only]:

___ I hereby irrevocably elect to have my compensation for calendar year 1998, as defined in the ESSP, reduced by ___% (may be any percentage up to 17%), subject to the terms of the ESSP.

___ I hereby elect not to participate in the ESSP for 1998.

B. Distribution Election for 1998 Deferred Compensation

I hereby irrevocably elect, subject to the terms of the ESSP, that the 1998 Deferred Compensation pursuant to the above election, plus interest, be paid to me within approximately 30 days of the quarter-end Payment Date indicated below, unless I specifically elect for such payment to be made upon my termination of employment, in which case payment of this Deferred Compensation to me (or my Beneficiary) will commence as indicated below.

I also understand that, if I elect a Specific Payment Date, in the event my employment terminates before the Specific Payment Date I have indicated below, I (or my Beneficiary) will be paid this Deferred Compensation approximately four weeks after the month-end date coincident with or immediately following my last date of employment.

(CHECK ONE ONLY)

___ Specific Payment Date _____ Must be the March 31, June 30, September 30, or December 31 of any future year. Please refer to Payment of ESSP Section on "Explanation".

___ Defer payment until my termination of employment (payment approx. four weeks following month end).

___ Defer payment until my termination of employment, but pay me in the following calendar year (payment approximately four weeks after end of calendar year of termination of employment).

___ Defer payment until my termination, after which I shall receive payments in installments for ___ years (no more than 10) or for ___ quarters (no more than 40).

I hereby make the above election(s) and acknowledge that I have read the enclosed "Explanation".

Participant's Signature

Date

LEAR CORPORATION

EXECUTIVE SUPPLEMENTAL SAVINGS PLAN

BENEFICIARY DESIGNATION/CHANGE FORM

Please complete this form and return it to the Hilltop Benefits Department. Elections on this form become effective at the later of January 1, 1998 or the date received by the Company.

The beneficiary of your Deferred Compensation Account is based on your most recent election on an ESSP Beneficiary Designation/Change Form. THEREFORE, IF YOU HAVE ALREADY COMPLETED AN ESSP BENEFICIARY DESIGNATION/CHANGE FORM AND DO NOT WANT TO CHANGE YOUR BENEFICIARY UNDER THE ESSP, IT IS NOT NECESSARY TO COMPLETE THIS FORM. The beneficiary of your Pension Make-up Amount is the same person designated as your beneficiary under the Pension Plan. The beneficiary of your Savings Make-up Account is the same person designated as your beneficiary under the Savings Plan.

Participant Name _____ Social Security Number _____

DESIGNATION/CHANGE OF BENEFICIARY

I hereby designate (reserving the right to change such designation) as the Beneficiary of my Deferred Compensation Account under the Plan:

PRIMARY BENEFICIARY:

Name of Primary Beneficiary Relationship to Participant

Address of Primary Beneficiary

SECONDARY BENEFICIARY:

Name of Secondary Beneficiary Relationship to Participant

Address of Secondary Beneficiary

I understand that the above election provides for the distribution of my Deferred Compensation Account under the Plan in the event of my death before this Account has been fully distributed to me. I also understand that the beneficiary of my "Pension Make-up Amount" is the same person designated as my beneficiary under the Lear Corporation Pension Plan, and that the beneficiary of my "Savings Make-up Account" is the same person designated as my beneficiary under the Lear Corporation Retirement Savings Plan.

Participant's Signature Date

[LETTERHEAD OF WINSTON & STRAWN]

July 16, 1998

Lear Corporation
21557 Telegraph Road
Southfield, Michigan 48034

Re: Registration Statement on Form S-8 of Lear Corporation (the "Registration Statement") registering \$10,000,000 in deferred compensation obligations

Ladies and Gentlemen:

We have acted as special counsel for Lear Corporation, a Delaware corporation (the "Company"), in connection with the registration on Form S-8 of the offer and sale for up to \$10,000,000 of deferred compensation obligations (the "Obligations"), which will represent unsecured obligations of the Company issued under the Lear Corporation Executive Supplemental Savings Plan.

This opinion letter is delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act of 1933, as amended (the "Act").

In connection with this opinion letter, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of: (i) the Registration Statement as filed with the Securities and Exchange Commission (the "Commission") under the Act; (ii) the Restated Certificate of Incorporation of the Company, as currently in effect; (iii) the Amended and Restated By-Laws of the Company, as currently in effect; (iv) resolutions of the Compensation Committee of the Board of Directors of the Company relating to, among other things, the adoption of the Lear Corporation Executive Supplemental Savings Plan (the "Plan") under which the Obligations are issued; and (v) resolutions of the Board of Directors of the Company authorizing the filing of the Registration Statement. We have also examined such other documents as we have deemed necessary or appropriate as a basis for the opinion set forth below.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authority of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such latter documents. As to any facts material to this opinion which we did not independently establish or verify, we have relied upon the oral or written statements and representations of officers and other representatives of the Company and others.

Based upon and subject to the foregoing, we are of the opinion that when issued by the Company in the manner provided in the Plan, the Obligations will be valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws of general applicability relating to or affecting enforcement of creditors' rights or by general principles of equity.

The opinion set forth above is limited to the federal laws of the United States, the General Corporation Law of the State of Delaware and the laws of the State of Illinois.

We hereby consent to the filing of this opinion letter with the Commission as an exhibit to the Registration Statement. In giving such consent, we do not concede that we are experts within the meaning of the Act or the rules and regulations thereunder or that this consent is required by Section 7 of the Act.

Very truly yours,

/s/ Winston & Strawn

Winston & Strawn

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of our report dated January 30, 1998 included in Lear Corporation's Form 10-K for the year ended December 31, 1997, and to all references to our firm included in this registration statement.

/s/ Arthur Andersen LLP

Detroit, Michigan
July 17, 1998