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SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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POST-EFFECTIVE AMENDMENT NO. 1  
TO  
FORM S-3

REGISTRATION STATEMENT  
Under  
The Securities Act of 1933

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LEGETT & PLATT, INCORPORATED  
(Exact name of Registrant as specified in its charter)

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Missouri  
(State or other jurisdiction of  
incorporation or organization)

44-0324630  
(I.R.S. Employer  
Identification No.)

No. 1 Leggett Road  
Carthage, Missouri 64836  
(417) 358-8131  
(Address, including zip code, and telephone number, including area code, of  
Registrant's principal executive offices)

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Ernest C. Jett  
Vice President, General Counsel and Secretary  
Leggett & Platt, Incorporated  
No. 1 Leggett Road  
Carthage, Missouri 64836  
(417) 358-8131  
(Name, address, including zip code, and telephone number, including area code,  
of agent for service)

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Copies to:

R. Randall Wang, Esq.  
Bryan Cave LLP  
211 N. Broadway  
St. Louis, MO 63102-2750  
(314) 259-2000

Jonathan Birenbaum, Esq.  
Paul, Hastings, Janofsky &  
Walker LLP  
1055 Washington Blvd.  
Stamford, CT 06901-2217  
(203) 961-7400

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Approximate date of commencement of proposed sale to public: From time to  
time after the effective date of this Registration Statement.

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

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

Continued on next page  
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If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act of 1933, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering.  No. 333-90443

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

#### Explanatory Note

This Post-Effective Amendment No. 1 to Registration Statement on Form S-3 (No. 333-90443) is filed pursuant to Rule 462(d) solely to amend certain exhibits previously filed with the Registration Statement and to add certain exhibits not previously filed with respect to such Registration Statement and, accordingly, shall become effective immediately upon filing with the Securities and Exchange Commission.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The expenses in connection with the issuance and distribution of the securities being registered, other than underwriting compensation, are:

Filing Fee for Registration Statement.....	\$139,000
Legal Fees and Expenses.....	\$125,000
Accounting Fees and Expenses.....	\$ 11,000
Trustee's Fees and Expenses.....	\$ 13,500
Printing and Engraving Fees.....	\$ 15,000
Rating Agency Fees.....	\$200,000
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Total.....	\$503,500
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All of the above amounts, other than the Commission filing fee, are estimates only.

Item 15. Indemnification of Directors and Officers.

Under the Company's Restated Articles of Incorporation and Missouri corporation laws, each of the present and former directors and officers of the Company may be entitled to indemnification under certain circumstances from certain liabilities, claims and expenses arising from any threatened, pending or completed action, suit or proceeding (including any such action, suit or proceeding arising under the Securities Act of 1933 as amended), to which they are made a party by reason of the fact that he is or was a director or officer of the Company.

The Company insures its directors and officers against certain liabilities and has insurance against certain payments which it may be obliged to make to such persons under the indemnification provisions of its Restated Articles of Incorporation.

In the Distribution Agreement, a form which is filed as Exhibit 1.1 hereto, the Agents will agree to indemnify, under certain conditions, Leggett & Platt, its directors, certain of its officers and persons who control Leggett & Platt within the meaning of the Securities Act of 1933, against certain liabilities.

Item 16. Exhibits.

The following Exhibits are filed as part of this Registration Statement:

- \*\*1.1 Form of Distribution Agreement, dated as of November 24, 1999 between the Company and Bear, Stearns & Co. Inc., Chase Securities Inc., and Goldman Sachs & Co.
- \*4.1 Form of Indenture, dated as of November 24, 1999 between the Company and The Chase Manhattan Bank, as Trustee.
- 4.2 Form of Debt Security (included in exhibit 4.1).
- \*\*4.3 Form of Fixed Rate Note.
- \*\*4.4 Form of Floating Rate Note.
- \*5.1 Opinion of Ernest C. Jett, Vice President, General Counsel and Secretary of the Company.
- \*8.1 Opinion of Bryan Cave LLP as to certain tax matters.
- \*\*12 Computation of Ratios of Earnings to Fixed Charges.
- \*23.1 Consent of PriceWaterhouseCoopers LLP.
- \*23.2 Consent of Ernest C. Jett, Vice President, General Counsel and Secretary of the Company (included as part of Exhibit 5).
- \*24 Power of Attorney (included on signature page).
- \*25 Form T-1 Statement of Eligibility and Qualification of Trustee under the Trust Indenture Act of 1939 for .

- - - - -  
\* Previously filed  
\*\* Filed herewith

Item 17. Undertakings.

(A) The undersigned Registrant hereby undertakes:

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

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(B) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered herein, 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 of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy, as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

(D) The undersigned Registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No.1 to the Registration Statement (No. 333-90443) to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Carthage, State of Missouri, on the 23rd day of December, 1999.

LEGGETT & PLATT, INCORPORATED

By: /s/ Ernest C. Jett

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Ernest C. Jett  
Vice President

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 1 to the Registration Statement has been signed below by the following persons in the capacities indicated on the 23rd day of December, 1999.

Signature -----	Title -----
/s/ Felix E. Wright*	Vice Chairman of the Board, Chief Executive Officer and President, Director (Principal Executive Officer)
Felix E. Wright	
/s/ Michael A. Glauber*	Senior Vice President, Finance & Administration (Principal Financial Officer)
Michael A. Glauber	
/s/ Allan J. Ross*	Vice President--Accounting (Principal Accounting Officer)
Allan J. Ross	
/s/ Harry M. Cornell, Jr.*	Chairman of the Board
Harry M. Cornell, Jr.	
/s/ Raymond F. Bentele*	Director
Raymond F. Bentele	
/s/ Robert Ted Enloe, III*	Director
Robert Ted Enloe, III	
/s/ Richard T. Fisher*	Director
Richard T. Fisher	
Bob L. Gaddy	Director
/s/ David S. Haffner*	Director
David S. Haffner	
/s/ Thomas A. Hays*	Director
Thomas A. Hays	

Signature

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Title

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Director

\_\_\_\_\_  
Robert A. Jefferies, Jr.

/s/ Alexander M. Levine\*

Director

\_\_\_\_\_  
Alexander M. Levine

/s/ Richard L. Pearsall\*

Director

\_\_\_\_\_  
Richard L. Pearsall

Director

\_\_\_\_\_  
Duane W. Potter

/s/ Maurice E. Purnell, Jr\*

Director

\_\_\_\_\_  
Maurice E. Purnell, Jr

/s/ Alice L. Walton\*

Director

\_\_\_\_\_  
Alice L. Walton

/s/ Ernest C. Jett

\*By:

\_\_\_\_\_  
Ernest C. Jett  
Attorney-in-fact  
(Pursuant to Power of  
Attorney  
Dated November 5, 1999)

LEGGETT & PLATT, INCORPORATED  
\$500,000,000  
MEDIUM-TERM NOTES, SERIES I  
U.S. DISTRIBUTION AGREEMENT

November 24, 1999

Bear, Stearns & Co. Inc.  
245 Park Avenue  
New York, New York 10167

Chase Securities Inc.  
270 Park Avenue  
New York, New York 10017

Goldman, Sachs & Co.,  
85 Broad Street  
New York, New York 10004

Ladies and Gentlemen:

LEGGETT & PLATT, INCORPORATED, a Missouri corporation (the "Company"), proposes to issue and sell from time to time its Medium-Term Notes, Series I (the "Securities") in an aggregate amount up to \$500,000,000 (or the equivalent thereof in one or more foreign currencies or composite currencies) and agrees with each of you, individually, an "Agent", and collectively, the "Agents", as set forth in this Agreement.

Subject to the terms and conditions stated herein and to the reservation by the Company of the right to sell Securities directly on its own behalf, the Company hereby (i) appoints each Agent as an agent of the Company for the purpose of soliciting and receiving offers to purchase Securities from the Company pursuant to Section 2(a) hereof and (ii) agrees that, except as otherwise contemplated herein, whenever it determines to sell Securities directly to any Agent as principal, it will enter into a separate agreement (each a "Terms Agreement"), substantially in the form of Annex I hereto, relating to such sale in accordance with Section 2(b) hereof. This Distribution Agreement shall not be construed to create either an obligation on the part of the Company to sell any Securities or an obligation of any of the Agents to purchase Securities as principal.

The Securities will be issued under a senior indenture dated as of November 24, 1999 (the "Indenture"), between the Company and The Chase Manhattan Bank, as Trustee (the "Trustee"). The Securities shall have the maturity ranges, interest rates, if any, redemption provisions and other terms set forth in the Prospectus referred to below as it may be amended or supplemented from time to time. The Securities will be issued, and the terms and rights thereof established, from time to time by the Company in accordance with the Indenture.



1. The Company represents and warrants to, and agrees with, each Agent that:

(a) (i) One registration statement on Form S-3 (File No. 333-90443) in respect of the Securities has been filed with the Securities and Exchange Commission (the "Commission"); (ii) such registration statement and any post-effective amendment thereto, each in the form heretofore delivered or to be delivered to such Agent, including all documents incorporated by reference in the prospectus included in the registration statement, have been declared effective by the Commission in such form; (iii) no other document with respect to such registration statement or document incorporated by reference therein has heretofore been filed or transmitted for filing with the Commission (other than the prospectus filed pursuant to Rule 424(b) of the rules and regulations of the Commission under the Act, each in the form heretofore delivered to the Agents); and (iv) no stop order suspending the effectiveness of any such registration statement has been issued and no proceeding for that purpose has been initiated or threatened by the Commission (any preliminary prospectus included in such registration statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Act, is hereinafter called a "Preliminary Prospectus"; (v) the various parts of such registration statement, including all exhibits thereto and the documents incorporated by reference in the prospectus contained in the registration statement at the time such part of the registration statement became effective but excluding the Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939, each as amended at the time such part of the registration statement became effective, are hereinafter collectively called the "Registration Statement"; (vi) the prospectus (including, if applicable, any prospectus supplement) relating to the Securities, in the form in which it has most recently been filed, or transmitted for filing, with the Commission on or prior to the date of this Agreement, is hereinafter called the "Prospectus"; (vii) any reference herein to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to the applicable form under the Act, as of the date of such Preliminary Prospectus or Prospectus, as the case may be; (viii) any reference to any amendment or supplement to any Preliminary Prospectus or the Prospectus, including any supplement to the Prospectus that sets forth only the terms of a particular issue of the Securities (a "Pricing Supplement"), shall be deemed to refer to and include any documents filed after the date of such Preliminary Prospectus or Prospectus, as the case may be, under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and incorporated therein by reference; (ix) any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement; and (x) any reference to the Prospectus as amended or supplemented shall be deemed to refer to and include the Prospectus as amended or supplemented (including by the applicable Pricing Supplement filed in accordance with Section 4(a) hereof) in relation to Securities to be sold pursuant to this Agreement, in the form filed or transmitted for filing with the Commission pursuant to Rule 424(b) under the Act and in accordance with Section 4(a) hereof, including any documents incorporated by reference therein as of the date of such filing);

(b) The documents incorporated by reference in the Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in the Prospectus, or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(c) The Registration Statement and the Prospectus conform, and any further amendments or supplements to the Registration Statement or the Prospectus will conform, in all material respects to the requirements of the Act and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to the Registration Statement and any amendment thereto and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by any Agent expressly for use in the Prospectus as amended or supplemented, or to that part of the Registration Statement that constitutes the Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of the Trustee;

(d) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Missouri; and has the requisite corporate power and authority to execute and deliver the Securities and this Agreement, to perform its obligations hereunder and thereunder, and to own its properties and conduct its business as described in the Prospectus.

(e) The issuance and sale of the Securities in an aggregate principal amount not in excess of an aggregate principal amount which shall not exceed \$500,000,000 (or the equivalent in a foreign currency or currencies), has been duly authorized by the Company and, when the Securities have been duly executed by the Company and authenticated and delivered by the Trustee, and payment therefor has been received by or on behalf of the Company, such Securities will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(f) This Agreement has been duly authorized, executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company,

enforceable against the Company in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles and except that no representation or warranty is made with respect to the enforceability of Section 7 hereof.

(g) The Company and its subsidiaries have not sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, which is material to the Company and its subsidiaries taken as a whole otherwise than as set forth or contemplated in the Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Prospectus, there has not been any material decrease in the capital stock of the Company or material increase in consolidated long-term debt (as such terms are defined in accordance with generally accepted accounting principles) of the Company and its subsidiaries or any material adverse change, or any development that the Company believes would be reasonably likely to result in a material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, otherwise than as set forth or contemplated in the Prospectus;

(h) (i) The issue and sale of the Securities, the compliance by the Company with all of the provisions of the Securities, the Indenture, this Agreement and any Terms Agreement, and the consummation of the transactions herein and therein contemplated will not (A) result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject or (B) result in any violation of (1) the provisions of the Articles of Incorporation, as amended, or the By-laws of the Company or (2) any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties; and (ii) no consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required on the part of the Company for the solicitation of offers to purchase Securities, the issue and sale of the Securities or the consummation by the Company of the other transactions contemplated by this Agreement, any Terms Agreement or the Indenture, except such as have been, or will have been prior to the Commencement Date (as defined in Section 3 hereof), obtained under the Act or the Trust Indenture Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the solicitation by such Agent of offers to purchase Securities from the Company and with purchases of Securities by such Agent as principal, as the case may be, in each case in the manner contemplated hereby;

(i) Other than as set forth in the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or to which any property of the Company or any of its subsidiaries is subject, which

would individually or in the aggregate reasonably be expected to have a material adverse effect on the current or future consolidated financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(j) Immediately after any sale of Securities by the Company hereunder or under any Terms Agreement, the aggregate amount of Securities that will have been issued and sold by the Company hereunder or under any Terms Agreement and of any debt securities of the Company (other than such Securities) that will have been issued and sold pursuant to the Registration Statement will not exceed the amount of debt securities registered under the Registration Statement; and

(k) The Company is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

2. (a) On the basis of the representations and warranties herein contained, and subject to the terms and conditions herein set forth, each of the Agents hereby severally and not jointly agrees, as agent of the Company, to use its reasonable efforts to solicit and receive offers to purchase the Securities from the Company upon the terms and conditions set forth in the Prospectus as amended or supplemented from time to time. The Company reserves the right to offer, solicit offers and sell Securities directly on its own behalf to any person, to sell Securities through others (provided that any other agent or broker dealer will execute an agreement with the Company that includes terms and conditions that are substantially identical to the terms and conditions included in this Agreement), and after not less than 5 business days prior written notice to the Agents, to designate and select additional agents to become party to this Agreement. In the case of any sale not resulting from a solicitation made by any Agent, no commission will be payable to the Agents with respect to such sale. In no event shall any offers, solicitation of offers or sales of debt securities by the Company result in (i) any violation of applicable federal or state securities laws (and, if requested by any such Agent, the Company shall deliver an opinion of counsel in a form reasonably satisfactory to such Agent, to such effect, provided, that such counsel need not express any opinion as to accuracy or completeness of disclosure in any other such sale by the Company) or (ii) any Agent's inability to re-sell any Securities that it has purchased as a principal pursuant to this Agreement or any Terms Agreement.

Procedural details relating to the issue and delivery of Securities, the solicitation of offers to purchase Securities and the payment in each case therefor shall be as set forth in the Administrative Procedures attached hereto as Annex II as it may be amended from time to time by written agreement between the Agents and the Company (the "Administrative Procedures"). The provisions of the Administrative Procedures shall apply to all transactions contemplated hereunder other than those made pursuant to a Terms Agreement. Each Agent and the Company agree to perform the respective duties and obligations specifically provided to be performed by each of them in the

Administrative Procedures. The Company will furnish to the Trustee a copy of the Administrative Procedures as from time to time in effect.

The Company reserves the right, in its sole discretion, to instruct the Agents orally (with confirmation in writing) or in writing to suspend at any time, for any period of time or permanently, the solicitation of offers to purchase the Securities. Upon receipt of such instructions from the Company, the Agents will forthwith suspend solicitation of offers to purchase Securities from the Company until such time as the Company has advised the Agents that such solicitation may be resumed. During such period, the Company shall not be required to comply with the provisions of Sections 4(h), 4(i), 4(j) and 4(k). Upon advising the Agents that such solicitation may be resumed, however, the Company shall be required to comply with the provisions of Sections 4(h), 4(i), 4(j) and 4(k) prior to resumption of such solicitations. In addition, any failure by the Company to comply with its obligations hereunder, including without limitation its obligations to deliver the documents required by Sections 4(h), 4(i), 4(j) and 4(k), shall automatically terminate the Agents' obligations hereunder, including without limitation its obligations to solicit offers to purchase the Securities hereunder as agent or to purchase Securities hereunder as principal.

The Company agrees to pay each Agent a commission, at the time of settlement of any sale of a Security by the Company as a result of a solicitation made by such Agent, in an amount equal to the applicable percentage of the principal amount of such Security sold as set forth in Schedule A hereto.

(b) Each sale of Securities to any Agent as principal shall be made in accordance with the terms of this Agreement and (unless the Company and such Agent otherwise agree) a Terms Agreement which will provide for the sale of such Securities to, and the purchase thereof by, such Agent; a Terms Agreement may also specify certain provisions relating to the re-offering of such Securities by such Agent; the commitment of any Agent to purchase Securities as principal, whether pursuant to any Terms Agreement or otherwise, shall be deemed to have been made on the basis of the representations and warranties of the Company herein contained and shall be subject to the terms and conditions herein set forth; each Terms Agreement shall specify the principal amount of Securities to be purchased by any Agent pursuant thereto, the price to be paid to the Company for such Securities, any provisions relating to rights of, and default by, underwriters acting together with such Agent in the re-offering of the Securities and the time and date and place of delivery of and payment for such Securities; and such Terms Agreement shall also specify any requirements for opinions of counsel, accountants' letters and officers' certificates pursuant to Section 4 hereof. Each Agent proposes to offer Securities purchased by it as principal for sale at prevailing market prices or prices related thereto at the time of sale, which may be equal to, greater than or less than the price at which such Securities are purchased by such Agent from the Company.

For each sale of Securities to an Agent as principal that is not made pursuant to a Terms Agreement, the procedural details relating to the issue and delivery of such Securities and payment therefor shall be as set forth in the Administrative Procedures. For each such sale of Securities to an Agent as principal that is not made

pursuant to a Terms Agreement, the Company agrees to pay such Agent a commission (or grant an equivalent discount) as provided in Section 2(a) hereof and in accordance with the schedule set forth therein.

Each time and date of delivery of and payment for Securities to be purchased by an Agent as principal, whether set forth in a Terms Agreement or in accordance with the Administrative Procedures, is referred to herein as a "Time of Delivery".

(c) Each Agent agrees, with respect to any Security denominated in a currency other than U.S. dollars, as agent, directly or indirectly, not to solicit offers to purchase, and as principal under any Terms Agreement or otherwise, directly or indirectly, not to offer, sell or deliver, such Security in, or to residents of, the country issuing such currency, except as permitted by applicable law.

3. The documents required to be delivered pursuant to Section 6 hereof on the Commencement Date (as defined below) shall be delivered to the Agents at the offices of Paul, Hastings, Janofsky & Walker LLP, New York, New York, at 11:00 a.m., New York City time, on the date of this Agreement, which date and time of such delivery may be postponed by agreement between the Agents and the Company but in no event shall be later than the day prior to the date on which solicitation of offers to purchase Securities is commenced or on which any Terms Agreement is executed (such time and date being referred to herein as the "Commencement Date").

4. The Company covenants and agrees with each Agent:

(a) (i) To make no amendment or supplement to the Registration Statement or the Prospectus (A) prior to the Commencement Date without affording each Agent a reasonable opportunity to review and comment thereon or (B) after the date of any Terms Agreement or other agreement by an Agent to purchase Securities as principal and prior to the related Time of Delivery that is disapproved by any Agent party to such Terms Agreement or so purchasing as principal promptly after reasonable notice thereof; provided, however, that (1) the foregoing requirement shall not apply to any of the Company's filings with the Commission required to be filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, copies of which filings the Company will cause to be delivered to the Agents promptly after being transmitted for filing with the Commission and (2) any Prospectus Supplement or Pricing Supplement that merely sets forth the terms or a description of particular Securities shall only be reviewed and approved by the Agent or Agents offering such Securities; (ii) to prepare, with respect to any Securities to be sold through or to such Agent pursuant to this Agreement, a Pricing Supplement with respect to such Securities in a form previously approved by such Agent and to file such Pricing Supplement pursuant to Rule 424(b)(3) under the Act not later than the close of business of the Commission on the fifth business day after the date on which such Pricing Supplement is first used (or the business day immediately preceding the Time of Delivery if earlier); (iii) to make no amendment or supplement to the Registration Statement or Prospectus, other than any Pricing Supplement, at any time prior to having afforded each Agent a reasonable opportunity to review and comment thereon provided, however, that (1) the foregoing requirement shall not apply to any of

the Company's filings with the Commission required to be filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, copies of which filings the Company will cause to be delivered to the Agents promptly after being transmitted for filing with the Commission and (2) any Prospectus Supplement or Pricing Supplement that merely sets forth the terms or a description of particular Securities shall only be reviewed and approved by the Agent or Agents offering such Securities; (iv) to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act for so long as the delivery of a prospectus is required in connection with the offering or sale of the Securities, and during such same period to advise such Agent, promptly after the Company receives notice thereof, of the time when any amendment to the Registration Statement has been filed or has become effective or any supplement to the Prospectus or any amended Prospectus (other than any Pricing Supplement that relates to Securities not purchased through or by such Agent) has been filed with the Commission, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any prospectus relating to the Securities, of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amendment or supplement of the Registration Statement or Prospectus or for additional information; and (v) in the event of the issuance of any such stop order or of any such order preventing or suspending the use of any such prospectus or suspending any such qualification, to promptly use its reasonable best efforts to obtain its withdrawal;

(b) Promptly from time to time to take such action as such Agent may reasonably request to qualify the Securities for offering and sale under the securities laws of such jurisdictions in the United States as such Agent may request (and in such foreign jurisdictions as the Company and the Agents may mutually agree) and to comply with such laws so as to permit the continuance of sales and dealings therein for as long as may be necessary to complete the distribution or sale of the Securities; provided, however, that in connection therewith the Company shall not be required to qualify as a foreign corporation or as a dealer in securities or to file a general consent to service of process or subject itself to taxation in any jurisdiction;

(c) To furnish such Agent with copies of the Registration Statement and each amendment thereto, with copies of the Prospectus as each time amended or supplemented, other than any Pricing Supplement (except as provided in the Administrative Procedures), in the form in which it is filed with the Commission pursuant to Rule 424 under the Act, and with copies of the documents incorporated by reference therein, all in such quantities as such Agent may reasonably request from time to time; and, if the delivery of a prospectus is required at any time in connection with the offering or sale of the Securities (including Securities purchased from the Company by such Agent as principal) and if at such time any event has occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it is necessary during

such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act, the Exchange Act or the Trust Indenture Act, to notify such Agent and request such Agent, in its capacity as agent of the Company, to suspend solicitation of offers to purchase Securities from the Company (and, if so notified, such Agent shall forthwith cease such solicitations); and if the Company decides to amend or supplement the Registration Statement or the Prospectus as then amended or supplemented, to so advise such Agent promptly by telephone (with confirmation in writing) and, subject to the second proviso below, to prepare and cause to be filed promptly with the Commission an amendment or supplement to the Registration Statement or the Prospectus as then amended or supplemented that will correct such statement or omission or effect such compliance; provided, however, that if during such same period such Agent continues to own Securities purchased from the Company by such Agent as principal or such Agent is otherwise required to deliver a prospectus in respect of transactions in the Securities, the Company shall promptly prepare and file with the Commission such an amendment or supplement; provided, further, however, that notwithstanding any other provision of this Agreement, that if to do so would result in the Company disclosing information that the Company is required by law, contract or otherwise to hold in confidence or which the Company believes is in the best interests of its shareholders to hold in confidence, the Company shall not be required to prepare and file such amendment or supplement, provided, further that in any such event such Agent shall have the right to require the Company to repurchase such Securities from such Agent at the price such Securities were sold to such Agent by the Company, less the Agent's commission pursuant to this Agreement, plus accrued interest;

(d) To make generally available to its security holders as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) So long as any Securities are outstanding, to furnish to such Agent copies of all reports or other communications (financial or other) furnished to the Company's shareholders, and deliver to such Agent (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; and (ii) such additional information concerning the business and financial condition of the Company as such Agent may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its shareholders generally or to the Commission);

(f) That, from the date of any Terms Agreement with such Agent or other agreement by such Agent to purchase Securities as principal and continuing to and including the termination of the trading restrictions for the Securities purchased thereunder, as notified to the Company by such Agent, not to offer, sell, contract to sell or



otherwise dispose of any debt securities of the Company that both mature more than 9 months after such Time of Delivery and are substantially similar to the Securities, without the prior written consent of such Agent; provided, that in no event shall borrowings under the Company's revolving credit agreements and lines of credit or issuances of commercial paper be deemed to be substantially similar to the Securities;

(g) That each acceptance by the Company of an offer to purchase Securities hereunder (including any purchase by such Agent as principal not pursuant to a Terms Agreement), and each execution and delivery by the Company of a Terms Agreement with such Agent, shall be deemed to be an affirmation to such Agent that the representations and warranties of the Company contained in or made pursuant to this Agreement are true and correct as of the date of such acceptance or of such Terms Agreement, as the case may be, as though made at and as of such date, and an undertaking that such representations and warranties will be true and correct as of the settlement date for the Securities relating to such acceptance or as of the Time of Delivery relating to such sale, as the case may be, as though made at and as of such date (except that such representations and warranties shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented relating to such Securities);

(h) That reasonably in advance of each time the Registration Statement or the Prospectus is amended or supplemented, including each time a document filed under the Act or the Exchange Act is incorporated by reference into the Prospectus (other than by (i) an amendment relating solely to securities other than the Securities, (ii) a filing pursuant to item 5 of Form 8-K, (iii) the Company's quarterly reports filed on Form 10-Q and (iv) a Pricing Supplement; unless in each case, in the reasonable judgment of the Agents, the Agents request such documents to be delivered), and each time the Company sells Securities to such Agent as principal pursuant to a Terms Agreement and such Terms Agreement specifies the delivery of an opinion or opinions by Paul, Hastings, Janofsky & Walker LLP, counsel to the Agents, as a condition to the purchase of Securities pursuant to such Terms Agreement, the Company shall furnish to such counsel such papers and information as they may reasonably request to enable them to furnish to such Agent the opinion or opinions referred to in Section 6(b) hereof;

(i) That each time the Registration Statement or the Prospectus is amended or supplemented, including each time a document filed under the Act or the Exchange Act is incorporated by reference into the Prospectus (other than by (i) an amendment relating solely to securities other than the Securities, (ii) a filing pursuant to item 5 of Form 8-K, (iii) the Company's quarterly reports filed on Form 10-Q and (iv) a Pricing Supplement; unless in each case, in the reasonable judgment of the Agents, the Agents request such documents to be delivered) and each time the Company sells Securities to such Agent as principal pursuant to a Terms Agreement and such Terms Agreement specifies the delivery of an opinion under this Section 4(i) as a condition to the purchase of Securities pursuant to such Terms Agreement, the Company shall furnish or cause to be furnished forthwith to such Agent a written opinion of the Company's General Counsel, or other counsel for the Company reasonably satisfactory to such

Agent, dated the date of such amendment, supplement, incorporation or Time of Delivery relating to such sale, as the case may be, in form reasonably satisfactory to such Agent, to the effect that such Agent may rely on the opinion of such counsel referred to in Section 6(c) hereof that was last furnished to such Agent to the same extent as though it were dated the date of such letter authorizing reliance (except that the statements in such last opinion shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented to such date) or, in lieu of such opinion, an opinion of the same tenor as the opinion of such counsel referred to in Section 6(c) hereof but modified to relate to the Registration Statement and the Prospectus as amended and supplemented to such date;

(j) That each time the Registration Statement or the Prospectus is amended or supplemented, including each time that a document filed under the Act or the Exchange Act is incorporated by reference into the Prospectus, in either case to set forth financial information included in or derived from the Company's consolidated financial statements or accounting records (other than by (i) an amendment relating solely to securities other than the Securities, (ii) a filing pursuant to item 5 of Form 8-K and (iii) a Pricing Supplement; unless in each case, in the reasonable judgment of the Agents, the Agents request such documents to be delivered), and each time the Company sells Securities to such Agent as principal pursuant to a Terms Agreement and such Terms Agreement specifies the delivery of a letter under this Section 4(j) as a condition to the purchase of Securities pursuant to such Terms Agreement, the Company shall cause the independent certified public accountants who have certified the financial statements of the Company and its subsidiaries included or incorporated by reference in the Registration Statement to furnish forthwith such Agent a letter, dated the date of such amendment, supplement, incorporation or Time of Delivery relating to such sale, as the case may be, in form reasonably satisfactory to such Agent, of the same tenor as the letter referred to in Section 6(d) hereof but modified to relate to the Registration Statement and the Prospectus as amended or supplemented to the date of such letter, with such changes as may be necessary to reflect changes in the financial statements and other information derived from the accounting records of the Company, to the extent such financial statements and other information are available as of a date not more than five business days prior to the date of such letter; provided, however, that, with respect to any financial information or other matter, such letter may reconfirm as true and correct at such date as though made at and as of such date, rather than repeat, statements with respect to such financial information or other matter made in the letter referred to in Section 6(d) hereof which was last furnished to such Agent;

(k) That each time the Registration Statement or the Prospectus is amended or supplemented, including each time a document filed under the Act or the Exchange Act is incorporated by reference into the Prospectus (other than by (i) an amendment relating solely to securities other than the Securities, (ii) a filing pursuant to item 5 of Form 8-K, (iii) the Company's quarterly reports filed on Form 10-Q and (iv) a Pricing Supplement; unless in each case, in the reasonable judgment of the Agents, the Agents request such documents to be delivered) and each time the Company sells Securities to such Agent as principal and the applicable Terms Agreement specifies the delivery of a certificate under this Section 4(k) as a condition to the purchase of

Securities pursuant to such Terms Agreement, the Company shall furnish or cause to be furnished forthwith to such Agent a certificate, dated the date of such supplement, amendment, incorporation or Time of Delivery relating to such sale, as the case may be, in such form and executed by such officers of the Company as shall be reasonably satisfactory to such Agent, to the effect that the statements contained in the certificates referred to in Section 6(i) hereof that was last furnished to such Agent are true and correct at such date as though made at and as of such date (except that such statements shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented to such date) or, in lieu of such certificate, certificates of the same tenor as the certificates referred to in said Section 6(i) but modified to relate to the Registration Statement and the Prospectus as amended and supplemented to such date; and

(1) To offer to any person who has agreed to purchase Securities from the Company as the result of an offer to purchase solicited by such Agent the right to refuse to purchase and pay for such Securities if, on the related settlement date fixed pursuant to the Administrative Procedures, any condition set forth in Section 6(a), 6(e), 6(f) or 6(g) hereof has not been satisfied (it being understood that the judgment of such person with respect to the impracticability or inadvisability of such purchase of Securities shall be substituted, for purposes of this Section 4(1), for the respective judgments of an Agent with respect to certain matters referred to in such Sections 6(e) and 6(g), and that such Agent shall have no duty or obligation whatsoever to exercise the judgment permitted under such Sections 6(e) and 6(g) on behalf of any such person).

5. The Company covenants and agrees with each Agent that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Securities under the Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Prospectus, the Prospectus and any Pricing Supplements and all other amendments and supplements thereto and the mailing and delivering of copies thereof to such Agent; (ii) the reasonable fees, disbursements and expenses of counsel for the Agents in connection with the establishment of the program contemplated hereby, any opinions to be rendered by such counsel hereunder and under any Terms Agreement and the transactions contemplated hereunder and under any Terms Agreement; (iii) the cost of printing, producing or reproducing this Agreement, any Terms Agreement, any Indenture, any Blue Sky and Legal Investment Memoranda, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iv) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 4(b) hereof, including the reasonable fees and disbursements of counsel for the Agents in connection with such qualification and in connection with the Blue Sky and legal investment surveys; (v) any fees charged by securities rating services for rating the Securities; (vi) any filing fees incident to, and the reasonable fees and disbursements of counsel for the Agents in connection with, any required review by the National Association of Securities Dealers, Inc. of the terms of the sale of the Securities; (vii) the cost of preparing the Securities; (viii) the fees and expenses of any Trustee and any agent of any Trustee and any transfer or paying agent of the Company and the reasonable fees and disbursements of counsel for

any Trustee or such agent in connection with any Indenture and the Securities; (ix) any advertising expenses connected with the solicitation of offers to purchase and the sale of Securities so long as such advertising expenses have been approved in advance in writing by the Company; and (x) all other costs and expenses incident to the performance of its obligations hereunder that are not otherwise specifically provided for in this Section. Except as provided in Sections 7 and 8 hereof, each Agent shall pay all other expenses it incurs.

6. The obligation of any Agent, as agent of the Company, at any time ("Solicitation Time") to solicit offers to purchase the Securities and the obligation of any Agent to purchase Securities as principal, pursuant to any Terms Agreement or otherwise, shall in each case be subject, in such Agent's discretion, to the condition that all representations and warranties and other statements of the Company herein (and, in the case of an obligation of an Agent under a Terms Agreement, in or incorporated by reference in such Terms Agreement) are true and correct at and as of the Commencement Date and any applicable date referred to in Section 4(k) hereof that is prior to such Solicitation Time or Time of Delivery, as the case may be, and at and as of such Solicitation Time or Time of Delivery, as the case may be, the condition that prior to such Solicitation Time or Time of Delivery, as the case may be, the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) (i) With respect to any Securities sold at or prior to such Solicitation Time or Time of Delivery, as the case may be, the Prospectus as amended or supplemented (including the Pricing Supplement) with respect to such Securities shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 4(a) hereof; (ii) no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and (iii) all requests for additional information on the part of the Commission shall have been complied with to the reasonable satisfaction of such Agent;

(b) Paul, Hastings, Janofsky & Walker LLP, counsel to the Agents, shall have furnished to such Agent (i) such opinion or opinions, dated the Commencement Date, in form reasonably acceptable to such Agent, and (ii) if and to the extent requested by such Agent, with respect to each applicable date referred to in Section 4(h) hereof that is on or prior to such Solicitation Time or Time of Delivery, as the case may be, an opinion or opinions, dated such applicable date, to the effect that such Agent may rely on the opinion or opinions that were last furnished to such Agent pursuant to this Section 6(b) to the same extent as though it or they were dated the date of such letter authorizing reliance (except that the statements in such last opinion or opinions shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented to such date) or, in any case, in lieu of such an opinion or opinions, an opinion or opinions of the same tenor as the opinion or opinions referred to in clause (i) but modified to relate to the Registration Statement and the Prospectus as amended and supplemented to such date; and in each case such counsel shall have

received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) The Company's General Counsel, or other counsel for the Company reasonably satisfactory to such Agent, shall have furnished to such Agent their written opinions, dated the Commencement Date and each applicable date referred to in Section 4(i) hereof that is on or prior to such Solicitation Time or Time of Delivery, as the case may be, in form and substance reasonably satisfactory to such Agent, substantially to the effect that

(i) the Company is a corporation validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized, with full corporate power and authority to own its properties and conduct its business in all material respects as described in the Prospectus;

(ii) each subsidiary constituting 10% or more of the consolidated total assets of the Company as of such date (each such subsidiary being hereinafter referred to as a "Significant Subsidiary") is a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation; and all of the issued shares of capital stock of each such subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable and (except as otherwise set forth in the Prospectus) are owned directly or indirectly by the Company, to such counsel's knowledge free and clear of all liens, encumbrances, equities or claims (such counsel being entitled to rely in respect of the opinion in this clause upon opinions of local counsel and in respect of matters of fact upon certificates of officers of the Company or its subsidiaries, provided that such counsel shall state that they believe that you and they are justified in relying upon such opinions and certificates);

(iii) the Company's authorized equity capitalization is as set forth in the Prospectus as of the date or dates indicated herein; the Securities conform in all material respects to the description thereof contained in the Prospectus; and, if the Securities are to be listed on any securities exchange, authorization therefor has been given, subject to official notice of issuance and evidence of satisfactory distribution, or the Company has filed a preliminary listing application and all required supporting documents with respect to the Securities with such securities exchange and such counsel has no reason to believe that the Securities will not be authorized for listing, subject to official notice of issuance and evidence of satisfactory distribution;

(iv) the Indenture has been duly authorized, executed and delivered by the Company and has been duly qualified under the Trust Indenture Act and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles;

(v) any series of Securities established on or prior to the date of such opinion has been duly authorized and established in conformity with the Indenture,

and, when the terms of a particular Security and of its issuance and sale have been duly authorized and established by all necessary corporate action in conformity with the Indenture, and such Security has been duly completed, executed, authenticated and issued in accordance with the Indenture and delivered against payment as contemplated by this Agreement, such Security will constitute a legal, valid and binding obligation of the Company entitled to the benefits of the Indenture and enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles, it being understood that such counsel may (a) assume that at the time of the issuance, sale and delivery of each Security the authorization of such series has not been modified or rescinded and there has not occurred any change in law affecting the validity, legally binding character or enforceability of such Security and (b) state that as of the date of such opinion a judgment for money in an action based on Securities denominated in foreign currencies or currency units in a federal or state court in the United States ordinarily would be enforced in the United States only in United States dollars, and that the date used to determine the rate of conversion of the foreign currency or currency unit in which a particular Security is denominated into United States dollars will depend upon various factors, including which court renders the judgment;]

(vi) to the best knowledge of such counsel, there is no action, suit or proceeding pending or overtly threatened before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries, of a character required to be disclosed in the Registration Statement that is not adequately disclosed in the Prospectus, and there is no franchise, contract or other document of a character required to be described in the Registration Statement or Prospectus, or to be filed as an exhibit, that is not described or filed as required; and the statements included or incorporated in the Prospectus describing any legal proceedings or material contracts or agreements relating to the Company fairly summarize such matters to the extent required by law;

(vii) such counsel has been advised by the Commission's staff that the Registration Statement has become effective under the Act; any required filing of the Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); to the best knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose have been instituted or threatened, and the Registration Statement and the Prospectus (other than the financial statements, related financial statement schedules and other financial and statistical information and written information relating to and furnished by the Agents contained therein or omitted therefrom, and except for the part of the Registration Statement that constitutes the Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of the Trustee, as to which such counsel need express no opinion) comply as to form in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder;

(viii) this Agreement and any applicable Terms Agreement have been duly authorized, executed and delivered by the Company;

(ix) no consent, approval, authorization or order of any federal or Missouri court or governmental agency or body is required to be obtained by the Company for the consummation of the transactions contemplated herein or in any applicable Terms Agreement, except such as have been obtained under the Act and the Trust Indenture Act and such as may be required under the blue sky laws of any jurisdiction in connection with the solicitation by the Agents to purchase the Securities and such other approvals (specified in such opinion) as have been obtained;

(x) neither the execution and delivery by the Company of the Indenture, the issue and sale of the Securities, nor the consummation by the Company of any other of the transactions herein contemplated nor the fulfillment by the Company of the terms hereof or of any applicable Terms Agreement will result in a breach or violation of, or constitute a default under (A) the articles of incorporation or by-laws of the Company, (B) the terms of any indenture or other material agreement or instrument known to such counsel and to which the Company or any of its Significant Subsidiaries is a party or bound, (C) any judgment, order or decree known to such counsel to be specifically applicable to the Company or any of its Significant Subsidiaries of any federal or Missouri court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Company or any of its Significant Subsidiaries or (D) any provision of federal or Missouri statute or governmental regulation applicable to the Company;

(xi) no holders of securities of the Company have rights to the registration of such securities under the Registration Statement; and

(xi) the Company is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Such opinion shall also state that, although such counsel does not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement or Prospectus, nothing has come to such counsel's attention that causes such counsel to believe that at the Effective Date the Registration Statement (other than the financial statements, related financial statement schedules and other financial and statistical information and written information relating to and furnished by the Agents contained therein or omitted therefrom, and except for the part of the Registration Statement that constitutes the Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of the Trustee, as to which such counsel need express no opinion) contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Final Prospectus (other than the financial statements, related schedules and other financial and statistical information and written information furnished by the Agents contained therein or omitted therefrom as to which such counsel need express no opinion) includes any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of Missouri or the United States, to the extent deemed proper and specified in such opinion, upon the opinion of other counsel of good standing believed to be reliable and who are reasonably satisfactory to counsel for the Agents and (B) as to matters of fact, to the extent deemed proper, on certificates of responsible officers of the Company and public officials. References to the Prospectus in this paragraph (c) include any supplements thereto at the Closing Date.

(d) Not later than 11:00 a.m., New York City time, on the Commencement Date and on each applicable date referred to in Section 4(j) hereof that is on or prior to such Solicitation Time or Time of Delivery, as the case may be, the independent certified public accountants who have certified the financial statements of the Company and its subsidiaries included or incorporated by reference in the Prospectus shall have furnished to such Agent a letter, dated the Commencement Date or such applicable date, as the case may be, in form and substance reasonably satisfactory to such Agent, to the effect set forth in Annex III hereto;

(e) (i) The Company and its subsidiaries shall not have sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus as amended or supplemented prior to the date of the Pricing Supplement relating to the Securities to be delivered at the relevant Time of Delivery any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, which is material to the Company and its subsidiaries taken as a whole otherwise than as set forth or contemplated in the Prospectus as amended or supplemented prior to the date of the Pricing Supplement relating to the Securities to be delivered at the relevant Time of Delivery and (ii) since the respective dates as of which information is given in the Prospectus as amended or supplemented prior to the date of the Pricing Supplement relating to the Securities to be delivered at the relevant Time of Delivery there shall not have been any material decrease in the capital stock of the Company or material increase in consolidated long-term debt (as such terms are defined in accordance with generally accepted accounting principles) of the Company and its subsidiaries or any change, or any development that the Company believes would be reasonably likely to result in a material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, otherwise than as set forth or contemplated in the Prospectus as amended or supplemented prior to the date of the Pricing Supplement relating to the Securities to be delivered at the relevant Time of Delivery, the effect of which, in any such case described in Clause (i) or (ii), is in the judgment of such Agent so material and adverse as to make it impracticable or inadvisable to proceed with the solicitation by such Agent of offers to purchase Securities from the Company or the purchase by such Agent of Securities from the Company as principal, as the case may be, on the terms and in the manner contemplated in the Prospectus as amended or supplemented prior to the date of the Pricing Supplement relating to the Securities to be delivered at the relevant Time of Delivery;



(f) On or after the date hereof (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities;

(g) On or after the date hereof there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the New York Stock Exchange; or (iii) a general moratorium on commercial banking activities in New York declared by either federal, New York state or Missouri state authorities; or (iv) the outbreak or material escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, if the effect on financial markets of any such event specified in the Clause (iv) in the judgment of such Agent makes it impracticable or inadvisable to proceed with the purchase of the Securities from the Company as principal pursuant to the applicable Terms Agreement or otherwise, as the case may be, on the terms and in the manner contemplated in the Prospectus;

(h) With respect to any Security denominated in a currency other than the U.S. dollar, more than one currency or a composite currency or any Security the principal or interest of which is indexed to such currency, currencies or composite currency, there shall not have occurred a suspension or material limitation in foreign exchange trading in such currency, currencies or composite currency by a major international bank, a general moratorium on commercial banking activities in the country or countries issuing such currency, currencies or composite currency, the outbreak or escalation of hostilities involving, the occurrence of any material adverse change in the existing financial, political or economic conditions of, or the declaration of war or a national emergency by, the country or countries issuing such currency, currencies or composite currency or the imposition or proposal of exchange controls by any governmental authority in the country or countries issuing such currency, currencies or composite currency if the effect on financial markets of any such event specified in this paragraph in the judgment of such Agent makes it impracticable or inadvisable to proceed with the purchase of the Securities from the Company as principal pursuant to the applicable Terms Agreement or otherwise, as the case may be, on the terms and in the manner contemplated in the Prospectus; and

(i) The Company shall have furnished or caused to be furnished to such Agent a certificate of an officer of the Company dated the Commencement Date and each applicable date referred to in Section 4(k) hereof that is on or prior to such Solicitation Time or Time of Delivery, as the case may be, in such form and executed by such officers of the Company as shall be reasonably satisfactory to such Agent, as to the accuracy of the representations and warranties of the Company herein at and as of the Commencement Date or such applicable date, as the case may be, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to the

Commencement Date or such applicable date, as the case may be, as to the following matters and as to such other matters as such Agent may reasonably request:

(a) With respect to any Securities sold at or prior to the Solicitation Time or Time of Delivery, as the case may be, (i) the Prospectus as amended or supplemented (including the Pricing Supplement) with respect to such Securities has been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 4(a) of that certain Distribution Agreement between the Company and the Agents dated November 24, 1999; (ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceeding for that purpose has been initiated or threatened by the Commission; and (iii) all requests for additional information on the part of the Commission have been complied with;

(b) (i) The Company and its subsidiaries have not sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus as amended or supplemented prior to the date of the Pricing Supplement relating to the Securities to be delivered at the relevant Time of Delivery any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, which is material to the Company and its subsidiaries taken as a whole otherwise than as set forth or contemplated in the Prospectus as amended or supplemented prior to the date of the Pricing Supplement relating to the Securities to be delivered at the relevant Time of Delivery and (ii) since the respective dates as of which information is given in the Prospectus as amended or supplemented prior to the date of the Pricing Supplement relating to the Securities to be delivered at the relevant Time of Delivery there has not been any material decrease in the capital stock of the Company or material increase in consolidated long-term debt (as such terms are defined in accordance with generally accepted accounting principles) of the Company and its subsidiaries or any material adverse change, or any development that the Company believes would be reasonably likely to result in a material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, otherwise than as set forth or contemplated in the Prospectus as amended or supplemented prior to the date of the Pricing Supplement relating to the Securities to be delivered at the relevant Time of Delivery.

7. (a) The Company will indemnify and hold harmless each Agent against any losses, claims, damages or liabilities, joint or several, to which such Agent may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, the Prospectus, the Prospectus as amended or supplemented or any other prospectus relating to the Securities, or any amendment or supplement thereto,

or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse such Agent for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, the Registration Statement, the Prospectus, the Prospectus as amended or supplemented or any other prospectus relating to the Securities, or any amendment or supplement thereto, (i) in reliance upon and in conformity with written information furnished to the Company by such Agent expressly for use therein or (ii) that is corrected in any amendment or supplement to the Registration Statement or the Prospectus, provided that the Company has performed each of its obligations pursuant to Section 4 hereof in respect of such amendment or supplement and, to the extent that a prospectus relating to the Securities was required to be delivered by such Agent under the Securities Act of 1933, if such Agent, having been furnished by or on behalf of the Company with copies of the Prospectus as so amended or supplemented, thereafter fails to deliver such amended or supplemented Prospectus prior to or concurrently with the delivery of confirmation of the sale of the Securities to the person asserting such loss, claim, damage or liability.

(b) Each Agent will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, the Prospectus, the Prospectus as amended or supplemented or any other prospectus relating to the Securities, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Prospectus, the Registration Statement, the Prospectus, the Prospectus as amended or supplemented or any other prospectus relating to the Securities, or any amendment or supplement thereto, in reliance upon and in conformity with written information furnished to the Company by such Agent expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party (i) shall not relieve the indemnifying party from liability under subsection (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the

indemnifying party of substantial rights and defenses and (ii) shall not relieve it from any liability that it may have to any indemnified party otherwise than under such subsection. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 7 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and each Agent on the other from the offering of the Securities to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and each Agent on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and each Agent on the other shall be deemed to be in the same proportion as the total net proceeds from the sale of Securities to which such loss, claim, damage or liability relates (before deducting expenses) received by the Company bear to the total commissions or discounts received by such Agent in respect thereof (before deducting expenses). The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading relates to information supplied by the Company on the one hand or by any Agent on the other and the parties' relative intent, knowledge, access to information and

opportunity to correct or prevent such statement or omission. The Company and each Agent agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if all Agents were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), an Agent shall not be required to contribute any amount in excess of the amount by which the total public offering price at which the Securities purchased by or through it were sold to which such loss, claim, damage or liability relates exceeds the amount of any damages that such Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of each of the Agents under this subsection (d) to contribute are several in proportion to the respective purchases made by or through it to which such loss, claim, damage or liability (or action in respect thereof) relates and are not joint.

(e) The obligations of the Company under this Section 7 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Agent within the meaning of the Act; and the obligations of each Agent under this Section 7 shall be in addition to any liability that such Agent may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Act.

8. Each Agent, in soliciting offers to purchase Securities from the Company and in performing the other obligations of such Agent hereunder (other than in respect of any purchase by an Agent as principal, pursuant to a Terms Agreement or otherwise), is acting solely as agent for the Company and not as principal. Each Agent will make reasonable efforts to assist the Company in obtaining performance by each purchaser whose offer to purchase Securities from the Company was solicited by such Agent and has been accepted by the Company, but such Agent shall not have any liability to the Company in the event such purchase is not consummated for any reason. If the Company defaults on its obligation to deliver Securities to a purchaser whose offer it has accepted, the Company shall (i) hold each Agent harmless against any loss, claim or damage arising from or as a result of such default by the Company and (ii) notwithstanding such default, pay to the Agent that solicited such offer any commission to which it would be entitled in connection with such sale.

9. The respective indemnities, agreements, representations, warranties and other statements by any Agent and the Company set forth in or made pursuant to this Agreement shall remain in full force and effect regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Agent or any controlling

person of any Agent, or the Company, or any officer or director or any controlling person of the Company, and shall survive each delivery of and payment for any of the Securities.

10. This Agreement may be suspended or terminated at any time by the Company as to any Agent or by any Agent as to such Agent upon the giving of oral (confirmed in writing) or written notice of such suspension or termination to such Agent or the Company, as the case may be; provided, that in the event of such suspension or termination with respect to any Agent, (i) this Agreement shall remain in full force and effect with respect to any Agent as to which such suspension or termination has not occurred, (ii) this Agreement shall remain in full force and effect with respect to the rights and obligations of any party that have previously accrued or that relate to Securities that are already issued, agreed to be issued or the subject of a pending offer at the time of such suspension or termination and (iii) in any event, this Agreement shall remain in full force and effect insofar as the fourth paragraph of Section 2(a), and Sections 4(d), 4(e)(i), 5, 7, 8 and 9 hereof are concerned.

11. Except as otherwise specifically provided herein or in the Administrative Procedures, all statements, requests, notices and advices hereunder shall be in writing, or by telephone if promptly confirmed in writing, and if to Bear, Stearns & Co. Inc. shall be sufficient in all respects when delivered or sent by facsimile transmission or registered mail to 245 Park Avenue, New York, New York 10167, Facsimile Transmission No. (212) 272-5377, Attention: Medium Term Note Department, and if to Chase Securities Inc., 270 Park Avenue, New York, New York 10017, Facsimile Transmission No. (212) 834-6081, Attention: Medium Term Note Desk and if to Goldman, Sachs & Co., 85 Broad Street, New York, New York 10004, Facsimile Transmission No. (212) 902-6685 Attention: Medium Term Note Department; and if to the Company shall be sufficient in all respects when delivered or sent by facsimile transmission or registered mail to No. 1 Leggett Road, Carthage, Missouri 64836, Facsimile Transmission No. (417) 358-8027, Attention: Treasurer (with copies to the Company's General Counsel, Facsimile Transmission No. (417) 358-8449.

12. This Agreement and any Terms Agreement shall be binding upon, and inure solely to the benefit of, each Agent and the Company, and to the extent provided in Sections 7, 8 and 9 hereof, the officers and directors of the Company and any person who controls any Agent or the Company, and their respective personal representatives and successors, and no other person shall acquire or have any right under or by virtue of this Agreement or any Terms Agreement. No purchaser of any of the Securities through or from any Agent hereunder shall be deemed a successor or assign by reason merely of such purchase.

13. Time shall be of the essence in this Agreement and any Terms Agreement. As used herein, the term "business day" shall mean any day other than a Saturday or Sunday, or any other day on which banks in The City of New York, are generally required or authorized by law or executive order to close (and, with respect to LIBOR Notes, is also a London Business Day). "London Business Day" means any day on which dealings in U.S. dollars are transacted in the London interbank market.

14. THIS AGREEMENT AND ANY TERMS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

15. This Agreement and any Terms Agreement may be executed by any one or more of the parties hereto and thereto in any number of counterparts, each of which shall be an original, but all of such respective counterparts shall together constitute one and the same instrument.

16. If at any time the Company and any of the Agents determine that the Company will issue and sell Securities denominated in a currency other than U.S. dollars, which other currency may include a currency unit, or with respect to which an index is used to determine the amounts of payments of principal and any premium and interest, the Company and any such Agent may execute and deliver a supplement to this Agreement for the purpose of making any appropriate additions to and modifications of the terms of this Agreement (and the Administrative Procedures) applicable to such Securities and the offer and sale thereof. Subject to the Company's obligations pursuant to Section 4(b) hereof, each Agent agrees not to directly or indirectly solicit offers to purchase or offer to sell any Security in or to persons of any foreign jurisdiction except as permitted by applicable law.

17. This Agreement may be amended or supplemented if, but only if, such amendment or supplement is in writing and is signed by the Company and each Agent; provided that the Company may from time to time, but without the consent of any Agent, (i) amend this Agreement to add as a party hereto one or more additional firms registered under the Exchange Act, whereupon each such firm shall become an Agent hereunder on the same terms and conditions as the other Agents that are parties hereto, or (ii) appoint one or more firms as a dealer on a reverse inquiry basis, whereupon such firm shall become an Agent hereunder on the same terms and conditions as the other Agents that are parties hereto but only to the extent and for the purpose of an individual reverse inquiry transaction or as otherwise agreed to between the Company and such reverse inquiry dealer. The Company shall give reasonably prompt notice to the other Agents of each additional Agent. The additional Agent(s) shall sign any agreement, amendment or supplement giving effect to the addition of any such firm as an Agent under this Agreement in accordance with the provisions of Section 17.

If the foregoing is in accordance with your understanding, please sign and return to us four (4) counterparts hereof, whereupon this letter and the acceptance by each of you thereof shall constitute a binding agreement between the Company and each of you in accordance with its terms.

Very truly yours,

LEGGETT & PLATT, INCORPORATED

By: \_\_\_\_\_  
Name: Michael A. Glauber  
Title: Senior Vice President

Accepted in New York, New York,  
as of the date hereof:

BEAR, STEARNS & CO. INC.

By: \_\_\_\_\_  
Name:  
Title:

CHASE SECURITIES INC.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
(Goldman, Sachs & Co.)



SCHEDULE A

As compensation for the services of the Agents hereunder, the Company shall pay the applicable Agent, on a discount basis, a commission for the sale of each Security equal to the principal amount of such Security multiplied by the appropriate percentage set forth below:

Range of Maturities	Commission (percentage of aggregate principal amount of Securities sold)
<hr/>	
From 9 months to less than 1 year	
From 1 year to less than 18 months	
From 18 months to less than 2 years	
From 2 years to less than 3 years	
From 3 years to less than 4 years	
From 4 years to less than 5 years	
From 5 years to less than 6 years	
From 6 years to less than 7 years	
From 7 years to less than 10 years	
From 10 years to less than 15 years	
From 15 years to less than 20 years	
From 20 years to 30 years	
30 years and more	

## Terms Agreement

The following terms, to the extent applicable, shall be agreed to by the applicable Agent and the Company in connection with each sale of Securities:

Name of Agent: \_\_\_\_\_

Acting as principal

Acting as agent for the Company

Principal Amount: \$ \_\_\_\_\_

Price to Public: \_\_\_\_% of the principal amount, plus accrued interest, if any, from \_\_\_\_\_

Commission (or Discount): \_\_\_\_% of the principal amount

Purchase Price: \_\_\_\_%, plus accrued interest, if any, from \_\_\_\_\_

## Interest Rate:

If Fixed Rate Note:

Interest Rate:

Interest Payment Date(s):

If Floating Rate Note:

Base Rate:

If LIBOR:

LIBOR Reuters Page:

LIBOR Telerate Page:

If CMT:

CMT Telerate Page:

If CD Rate:

If Federal Funds Rate:

If Treasury Rate:

If Commercial Paper Rate:

If Prime Rate:

If 11/th/ District Cost of Funds Rate:

Initial Interest Rate:

Spread or Spread Multiplier, if any:

Initial Interest Reset Date:

Interest Reset Date(s):

Interest Payment Date(s):

Interest Determination Date(s):

Index Maturity:

Maximum Interest Rate, if any:

Minimum Interest Rate, if any:

Interest Reset Period:

Interest Payment Period:

Calculation Agent:

If Original Issue Discount Note, terms:

If Redeemable:

Redemption Commencement Date:  
Initial Redemption Percentage:  
Annual Redemption Percentage Reduction:

If Repayable:

Optional Repayment Date(s):  
Repayment Provisions, if any:

Original Issue Date:  
Stated Maturity:  
Settlement Date and Time:  
Other Settlement Terms:  
Additional Terms:

Also, in connection with the purchase of Securities by one or more Agents as principal, agreement as to whether the following will be required:

Officer's Certificate pursuant to Section 6(i) of the Distribution Agreement.  
Legal Opinions pursuant to Sections 6(b) and (c) of the Distribution Agreement.  
Comfort Letter pursuant to Section 6(d) of the Distribution Agreement.  
Stand-Off Agreement pursuant to Section 4(f) of the Distribution Agreement.

## Leggett &amp; Platt, Incorporated

ADMINISTRATIVE PROCEDURES  
for Fixed Rate and Floating Rate Medium-Term Notes, Series I  
Due Nine Months or More From Date of Issue  
(Dated as of November 24, 1999)

Medium-Term Notes, Series I Due From Nine Months or More From Date of Issue (the "Notes") are to be offered on a continuous basis by Leggett & Platt, Incorporated, a Missouri corporation (the "Company"), to or through Bear, Stearns & Co. Inc., Chase Securities Inc. and Goldman, Sachs & Co., and any other agent or agents appointed by the Company from time to time (each, an "Agent" and, collectively, the "Agents"), pursuant to a Distribution Agreement, dated November 24, 1999 (the "Distribution Agreement"), by and among the Company and the Agents. The Distribution Agreement provides for the sale of Notes by the Company to one or more of the Agents as principal (including for resale to investors and other purchasers), for the sale of Notes by the Company directly to investors (as may from time to time be agreed to by the Company and the related Agent or Agents), in which case each such Agent will act as an agent of the Company in soliciting purchases of Notes, and for the right of the Company to sell Notes directly on its own behalf.

If agreed upon by the related Agent or Agents and the Company, Notes shall be purchased by such Agent or Agents as principal. Such purchases will be made in accordance with terms agreed upon by the related Agent or Agents and the Company (which terms, unless otherwise agreed to, shall, to the extent applicable, include those terms specified in Annex I to the Distribution Agreement, and be agreed upon orally, with written confirmation prepared by such Agent or Agents and mailed or sent by facsimile transmission to the Company). If agreed upon by any Agent or Agents and the Company, the Agent or Agents, acting solely as agent or agents for the Company, and not as principal, will use reasonable efforts to solicit offers to purchase the Notes. Only those provisions in these Administrative Procedures that are applicable to the particular role to be performed by the related Agent or Agents shall apply to the offer and sale of the relevant Notes.

The Notes will be issued under an Indenture, dated as of November 24, 1999, as amended, supplemented or modified from time to time relating to the Notes (collectively, the "Indenture"), between the Company and The Chase Manhattan Bank ("Chase"), as trustee (the "Trustee"). The Company has filed a Registration Statement (as defined in the Distribution Agreement) with the Securities and Exchange Commission (the "Commission") registering the Notes. A pricing supplement to the Prospectus (as

defined in the Distribution Agreement) setting forth the purchase price, interest rate or formula, maturity date and other terms of any Notes (as applicable) is herein referred to as a "Pricing Supplement."

The Notes will either be issued (a) in book-entry form (each, a "Book-Entry Note") and represented by one or more fully registered Notes without coupons (each, a "Global Note") delivered to Chase, as agent for The Depository Trust Company, New York, New York ("DTC"), and recorded in the book-entry system maintained by DTC, or (b) in certificated form (each, a "Certificated Note") delivered to the investor or other purchaser thereof or a person designated by such investor or other purchaser. Except in the limited circumstances described in the Prospectus or a Pricing Supplement, owners of beneficial interests in Book-Entry Notes will not be entitled to physical delivery of Certificated Notes equal in principal amount to their respective beneficial interests.

General procedures relating to the issuance of all Notes are set forth in Part I hereof. Book-Entry Notes will be issued in accordance with the procedures set forth in Part II hereof and Certificated Notes will be issued in accordance with the procedures set forth in Part III hereof. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Prospectus, the Indenture or the Notes, as the case may be.

#### PART I: PROCEDURES OF GENERAL APPLICABILITY

Date of Issuance/ Authentication:	Each Note will be dated as of the date of its authentication by the Trustee. Each Note shall also bear an original issue date (the "Original Issue Date"). The Original Issue Date shall remain the same for all Notes subsequently issued upon transfer, exchange or substitution of an original Note regardless of their dates of authentication.
Maturities:	Each Note will mature on a date selected by the purchaser and agreed to by the Company that is not less than nine months nor more than fifty years from its Original Issue Date (the "Stated Maturity").
Currency/Denominations:	Notes will be denominated in, and payments of principal, premium, if any, and interest, if any, in respect thereof will be made in, U.S. dollars and the Notes will be issued in denominations of \$1,000 and integral multiples thereof.
Registration:	The Notes will be issued only in fully registered form.

Base Rates Applicable to Floating Rate Notes:

Unless otherwise provided in the applicable Pricing Supplement, Floating Rate Notes will bear interest at a rate or rates determined by reference to the CD Rate, the Commercial Paper Rate, the Federal Funds Rate, LIBOR, the Prime Rate, the Treasury Rate, the CMT Rate, the Eleventh District Cost of Funds Rate or such other interest rate basis or formula as may be set forth in the applicable Pricing Supplement, or by reference to two or more such rates, as adjusted by the Spread and/or Spread Multiplier, if any, applicable to such Floating Rate Notes.

Redemption/Repayment:

The Notes will be subject to redemption by the Company on and after their respective Redemption Commencement Dates, if any. Redemption Commencement Dates, if any, will be fixed at the time of sale and set forth in the applicable Pricing Supplement and in the applicable Note. If no Redemption Commencement Dates are indicated with respect to a Note, such Note will not be redeemable at the option of the Company prior to its Stated Maturity.

The Notes will be subject to repayment at the option of the Holders thereof in accordance with the terms of the Notes on their respective Optional Repayment Dates, if any. Optional Repayment Dates, if any, will be fixed at the time of sale and set forth in the applicable Pricing Supplement and in the applicable Note. If no Optional Repayment Dates are indicated with respect to a Note, such Note will not be repayable at the option of the Holder prior to its Stated Maturity.

Calculation of Interest:

In the case of Fixed Rate Notes, interest (including payments for partial periods) will be calculated and paid on the basis of a 360-day year of twelve 30-day months.

The interest rate on each Floating Rate Note will be calculated by reference to the specified Base Rate or Rates plus or minus the applicable Spread, if any, and/or multiplied by the applicable Spread Multiplier, if any.

Unless otherwise provided in the applicable Pricing Supplement, accrued interest on each Floating Rate Note will be calculated by multiplying its principal amount by an accrued interest factor. Such accrued

interest factor is computed by adding the interest factors calculated for each day in the period for which accrued interest is being calculated. Unless otherwise provided in the applicable Pricing Supplement, the interest factor (expressed as a decimal calculated to seven decimal places without rounding) for each such day is computed by dividing the interest rate applicable to such day by 360 if the CD Rate, Commercial Paper Rate, Federal Funds Rate, LIBOR, Prime Rate or Eleventh District Cost of Funds Rate is an applicable Base Rate, or by the actual number of days in the year if the Treasury Rate or the CMT Rate is an applicable Base Rate. The interest factor for Floating Rate Notes for which the interest rate is calculated with reference to two or more Base Rates will be calculated in each period in the same manner as if only the lowest, highest or average of the applicable Base Rates applied as specified in the applicable Pricing Supplement.

Interest:

General. Each Note will bear interest in accordance with its terms. Unless otherwise provided in the applicable Pricing Supplement, interest on each Note will accrue from and including the Original Issue Date of such Note for the first interest period or from and including the most recent Interest Payment Date to which interest has been paid or duly made available for payment for all subsequent interest periods, to but excluding the applicable Interest Payment Date or the Stated Maturity, Redemption Date or Optional Repayment Date (each Stated Maturity, Redemption Date or Optional Repayment Date is referred to herein as a "Maturity"). Interest on Notes will be payable in arrears to the Holders of such Notes as of the Regular Record Date for each Interest Payment Date and at Maturity to the Person to whom the principal of such Notes is payable.

If an Interest Payment Date or the Maturity with respect to any Fixed Rate Note falls on a day that is not a Business Day, the required payment to be made on such day need not be made on such day, but may be made on the next succeeding Business Day with the same force and effect as if made on such day and no interest shall accrue on such payment for the period from and after such day to the next succeeding

Business Day. If an Interest Payment Date (other than at Maturity) with respect to any Floating Rate Note would otherwise fall on a day that is not a Business Day, such Interest Payment Date will be postponed to the next succeeding Business Day and interest will continue to accrue, except that in the case of a LIBOR Note, if such next succeeding Business Day falls in the next succeeding calendar month, such Interest Payment Date will be the immediately preceding Business Day. If the Maturity of a Floating Rate Note falls on a day that is not a Business Day, the required payment need not be made on such day, but may be made on the next succeeding Business Day as if made on the date such payment was due, and no interest on such payment shall accrue for the period from and after such Maturity to the date of such payment on the next succeeding Business Day.

Regular Record Dates. Unless otherwise specified in an applicable Pricing Supplement, the Regular Record Date with respect to any Interest Payment Date for any Note shall be the date 15 calendar days (whether or not a Business Day) preceding such Interest Payment Date.

Interest Payment Dates. Interest payments will be made at Maturity and on each Interest Payment Date commencing with the first Interest Payment Date following the Original Issue Date; provided, however, the first payment of interest on any Note originally issued between a Regular Record Date and an Interest Payment Date will occur on the Interest Payment Date following the next succeeding Regular Record Date.

Fixed Rate Notes. Interest payments on Fixed Rate Notes (other than Original Issue Discount Notes) will be made semiannually on April 1 and October 1 of each year and at Maturity.

Floating Rate Notes. Interest payments on Floating Rate Notes will be made as specified in the Floating Rate Note.

Acceptance and Rejection of Offers from Solicitations as Agents:

If agreed upon by any Agent and the Company, then such Agent acting solely as agent for the Company and not as principal will solicit purchases of the Notes. Each Agent will communicate to the Company, orally or in writing, each reasonable offer to purchase Notes



solicited by such Agent on an agency basis, other than those offers rejected by such Agent. Each Agent has the right, in its discretion reasonably exercised, to reject any proposed purchase of Notes, as a whole or in part, and any such rejection shall not be a breach of such Agent's agreement contained in the Distribution Agreement. The Company has the sole right to accept or reject any proposed purchase of Notes from the Company, in whole or in part, and any such rejection shall not be a breach of the Company's agreement contained in the Distribution Agreement. Each Agent has agreed to make reasonable efforts to assist the Company in obtaining performance by each purchaser whose offer to purchase Notes has been solicited by such Agent and accepted by the Company.

Preparation of Pricing Supplement:

If any offer to purchase a Note is accepted by the Company, the Company will promptly prepare a Pricing Supplement reflecting the terms of such Note. Information to be included in the Pricing Supplement shall include:

1. the name of the Company;
2. the title of the Notes;
3. the date of the Pricing Supplement and the date of the Prospectus to which the Pricing Supplement relates;
4. the name of the Presenting Agent (as defined below);
5. whether such Notes are being sold to the Presenting Agent as principal or to an investor or other purchaser through the Presenting Agent acting as agent for the Company;
6. with respect to Notes sold to the Presenting Agent as principal, whether such Notes will be resold by the Presenting Agent to investors and other purchasers at (i) a fixed public offering price of a specified percentage of their principal amount or (ii) at varying prices related to prevailing market prices at the time of resale to be determined by the Presenting Agent;

7. with respect to Notes sold to an investor or other purchaser through the Presenting Agent acting as agent for the Company, whether such Notes will be sold at (i) 100% of their principal amount or (ii) a specified percentage of their principal amount;
8. the Presenting Agent's discount or commission;
9. net proceeds to the Company;
10. the information with respect to the terms of the Notes set forth below (whether or not the applicable Note is a Book-Entry Note) under "Procedures for Book-Entry Notes Settlement Procedures," items (ii), (iii), (vii), (viii) and (ix); and
11. any other terms of the Notes material to investors or other purchasers of the Notes not otherwise specified in the Prospectus.

The Company shall use its reasonable best efforts to send such Pricing Supplement by electronic mail, telecopy or overnight express (for delivery by the close of business on the applicable trade date, but in no event later than noon, New York City time, on the Business Day next following the trade date) to the Agent that made or presented the offer to purchase the applicable Note (the "Presenting Agent") at the following address:

If to Bear, Stearns & Co. Inc.:

Bear, Stearns & Co. Inc.  
245 Park Avenue, 4/th/ Floor  
New York, New York 10167  
Attn: Medium Term Note Department  
Telephone: (212) 272-5371  
Telecopy: (212) 272-6227

with a copy to:

Paul, Hastings, Janofsky & Walker LLP  
399 Park Avenue  
New York, New York 10022  
Attention: William F. Schwitter, Esq.  
Telecopy: (212) 319-4090

If to Chase Securities Inc.:

Chase Securities Inc.  
270 Park Avenue  
New York, New York 10017  
Attn: Medium Term Note Desk  
Telephone: (212) 834-4421  
Telecopy: (212) 834-6081

If to Goldman, Sachs & Co.:

Goldman, Sachs & Co.  
85 Broad Street  
New York, New York 10004  
Attn: Karen Robertson  
27th Floor  
Telephone: (212) 902-1482  
Telecopy: (212) 902-0658

In each instance that a Pricing Supplement is prepared, the Presenting Agent will provide a copy of such Pricing Supplement to each investor or purchaser of the relevant Notes or its agent. Pursuant to Rule 434 ("Rule 434") of the Securities Act of 1933, as amended (the "Act"), the Pricing Supplement may be delivered separately from the Prospectus. Outdated Pricing Supplements (other than those retained for files) will be destroyed.

The Company will arrange to file such Pricing Supplement with the Commission in accordance with the applicable paragraph of Rule 424(b) under the Act.

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Settlement:

The receipt of immediately available funds by the Company in payment for a Note and the authentication and delivery of such Note shall, with respect to such Note, constitute "settlement." Offers accepted by the Company will be settled in three Business Days, or at such time as the purchaser, the applicable Agent and the Company shall agree, pursuant to the timetable for settlement set forth in Parts II and III hereof under "Settlement Procedures" with respect to Book-Entry Notes and Certificated Notes, respectively (each such date fixed for settlement is hereinafter referred to as a "Settlement Date"). If procedures A and B of the applicable Settlement Procedures with respect to a particular offer are not completed on or before the time set forth under the "Settlement Procedures Timetable," such offer shall not be settled until the Business Day following the completion of Settlement Procedures A and B or such later date as the purchaser and the Company shall agree.

In the event of a purchase of Notes by an Agent as principal, appropriate settlement details will be pursuant to the timetable for settlement set forth in Parts II and III hereof under "Settlement Procedures" with respect to Book-Entry Notes and Certificated Notes, respectively, or otherwise as agreed between the Agent and the Company.

Procedure for Changing Rates or Other Variable Terms:

When a decision has been reached to change the interest rate or any other variable term on any Notes being sold by the Company, the Company will promptly advise the Agents by telephone (confirmed in writing) or facsimile transmission and such Agents will forthwith suspend solicitation of offers to purchase such Notes. The Agent or Agents will telephone the Company with recommendations as to the changed interest rates or other variable terms. At such time as the Company advises the Agents of the new interest rates or other variable terms, such Agents may resume solicitation of offers to purchase such Notes. Until such time only "indications of interest" may be recorded. Immediately after acceptance by the Company of an offer to purchase Notes at a new interest rate or new variable term, the Company, the Presenting Agent and Chase shall follow the procedures

set forth under the "Settlement Procedures."

Suspension of Solicitation;  
Amendment or Supplement:

The Company may instruct the Agents to suspend solicitation of offers to purchase Notes at any time by telephone (confirmed in writing) or in writing. Each Agent receiving such instructions will forthwith suspend solicitation of offers to purchase Notes from the Company until such time as the Company has advised the Agents that solicitation of offers to purchase may be resumed. If the Company decides to amend or supplement the Registration Statement (including incorporating any documents by reference therein) or the Prospectus (other than to change interest rates or other variable terms with respect to the offering of the Notes), it will promptly advise each Agent and will furnish each Agent and counsel to the Agents with copies of the proposed amendment or supplement (including any document proposed to be incorporated by reference therein but excluding any Pricing Supplements unless otherwise provided herein); provided, however, that (1) the foregoing requirement shall not apply to any of the Company's filings with the Commission required to be filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, copies of which filings the Company will cause to be delivered to the Agents promptly after being transmitted for filing with the Commission and (2) any Prospectus Supplement or Pricing Supplement that merely sets forth the terms or a description of particular Securities shall only be reviewed and approved by the Agent or Agents offering such Securities. One copy of such filed document, along with a copy of the cover letter sent to the Commission, will be delivered, mailed or telecopied to Bear, Stearns & Co. Inc. at Medium Term Note Department, 245 Park Avenue, 4/th/ Floor, New York, New York 10167, Telecopy: (212) 272-5377; to Chase Securities Inc. at Medium Term Note Desk, 270 Park Avenue, New York, New York 10017, Telecopy: (212) 834-4421 and to Goldman, Sachs & Co. at Credit Department, Credit Control-Medium Term Notes, 85 Broad Street, New York, New York 10004, Telecopy: (212) 902-3000. For record keeping purposes, one copy of each such amendment or supplement shall also

be delivered, mailed or telecopied to Paul, Hastings, Janofsky & Walker LLP, 399 Park Avenue, New York, New York 10022, Attention: William F. Schwitter, Esq., Telecopy: (212) 319-4090.

In the event that at the time the solicitation of offers to purchase Notes from the Company is suspended (other than to change interest rates or other variable terms) there are any offers to purchase Notes that have been accepted by the Company that have not been settled, the Company will promptly advise the Agents and Chase whether such offers may be settled and whether copies of the Prospectus as theretofore amended and/or supplemented as in effect at the time of the suspension may be delivered in connection with the settlement of such offers. The Company will have the sole responsibility for such decision and for any arrangements that may be made in the event that the Company determines that such offers may not be settled or that copies of such Prospectus may not be so delivered.

Delivery of Prospectus and  
Applicable Pricing Supplement:

A copy of the most recent Prospectus and the applicable Pricing Supplement, which pursuant to Rule 434 may be delivered separately from the Prospectus, must accompany or precede the earlier of (a) the written confirmation of a sale sent to an investor or other purchaser or his agent and (b) the delivery of Notes to an investor or other purchaser or his agent.

Authenticity of Signatures:

The Agents will have no obligation or liability to the Company or the Trustee in respect of the authenticity of the signature of any officer, employee or agent of the Company or the Trustee on any Note.

Documents Incorporated by  
Reference:

The Company shall supply the Agents with an adequate supply of all documents incorporated by reference in the Registration Statement and the Prospectus.

Business Day:

"Business Day" means, unless otherwise specified in the applicable Pricing Supplement, any day other than a Saturday or Sunday, or any other day on which banks in The City of New York, are generally required or authorized by law or executive order to close (and, with respect to LIBOR Notes, is also a London Business Day). "London Business Day" means any day on which dealings in deposits in U.S. dollars are transacted

in the London interbank market.

## PART II: PROCEDURES FOR BOOK-ENTRY NOTES

In connection with the qualification of Book-Entry Notes for eligibility in the book-entry system maintained by DTC, Chase will perform the custodial, document control and administrative functions described below, in accordance with its respective obligations under a Letter of Representations from the Company and Chase to DTC, dated November 19, 1999, and a Medium-Term Note Certificate Agreement, dated December 2, 1988, between Chase and DTC (the "Certificate Agreement"), and its obligations as a participant in DTC, including DTC's Same-Day Funds Settlement System ("SDFS").

### Issuance:

All Fixed Rate Notes issued as Book-Entry Notes having the same Original Issue Date, interest rate, Stated Maturity and redemption and/or repayment terms (collectively, the "Fixed Rate Terms") will be represented initially by a single Global Note and all Floating Rate Notes issued as Book-Entry Notes having the same Original Issue Date, Base Rate (which may be the Commercial Paper Rate, the Treasury Rate, LIBOR, the CD Rate, the Federal Funds Rate, the Prime Rate, CMT Rate or Eleventh District Cost of Funds Rate or any other rate set forth in the applicable Pricing Supplement by the Company), Initial Interest Rate, Index Maturity, Spread or Spread Multiplier, if any, Minimum Interest Rate, if any, Maximum Interest Rate, if any, Stated Maturity, redemption and/or repayment terms, if any, Initial Interest Reset Date, Interest Reset Date(s) and Interest Determination Date(s) (collectively, the "Floating Rate Terms") will be represented initially by a single Global Note.

For other variable terms with respect to the Fixed Rate Notes and Floating Rate Notes, see the Prospectus and the applicable Pricing Supplement.

### Identification:

The Company has arranged with the CUSIP Service Bureau of Standard & Poor's (the "CUSIP Service Bureau") for the reservation of one series of CUSIP numbers, which series consists of approximately 900 CUSIP numbers which have been reserved for and

relating to Book-Entry Notes and the Company has delivered to Chase and DTC such list of such CUSIP numbers. The Company will assign CUSIP numbers to Book-Entry Notes as described below under Settlement Procedure B. DTC will notify the CUSIP Service Bureau periodically of the CUSIP numbers that the Company has assigned to Book-Entry Notes. Chase will notify the Company at any time when fewer than 100 of the reserved CUSIP numbers remain unassigned to Book-Entry Notes, and, if it deems necessary, the Company will reserve additional CUSIP numbers for assignment to Book-Entry Notes. Upon obtaining such additional CUSIP numbers, the Company will deliver a list of such additional numbers to Chase and DTC. Book-Entry Notes having an aggregate principal amount in excess of \$400,000,000 and otherwise required to be represented by the same Global Note will instead be represented by two or more Global Notes that shall all be assigned the same CUSIP number.

Registration:

Each Global Note will be registered in the name of Cede & Co., as nominee for DTC, on the register maintained by Chase under the Indenture. The beneficial owner of a Book-Entry Note (i.e., an owner of a beneficial interest in a Global Note) (or one or more indirect participants in DTC designated by such owner) will designate one or more participants in DTC (with respect to such Book-Entry Note, the "Participants") to act as agent for such beneficial owner in connection with the book-entry system maintained by DTC, and DTC will record in book-entry form, in accordance with instructions provided by such Participants, a credit balance with respect to such Book-Entry Note in the account of such Participants. The ownership interest of such beneficial owner in such Book-Entry Note will be recorded through the records of such Participants or through the separate records of such Participants and one or more indirect participants in DTC.

Transfers:

Transfers of beneficial interests in a Global Note will be accomplished by book entries made by DTC and, in turn, by Participants (and in certain cases, one or more indirect participants in DTC) acting on behalf of



beneficial transferors and transferees of such Global Note.

Exchanges:

Chase may deliver to DTC and the CUSIP Service Bureau at any time a written notice specifying (a) the CUSIP numbers of two or more Global Notes outstanding on such date that represent Book-Entry Notes having the same Fixed Rate Terms or Floating Rate Terms, as the case may be (but not the same Original Issue Dates), and for which interest has been paid to the same date; (b) a date, occurring at least 30 days after such written notice is delivered and at least 30 days before the next Interest Payment Date for the related Book-Entry Notes, on which such Global Notes shall be exchanged for a single replacement Global Note; and (c) a new CUSIP number, obtained from the Company, to be assigned to such replacement Global Note. Upon receipt of such a notice, DTC will send to its Participants (including Chase) a written reorganization notice to the effect that such exchange will occur on such date. Prior to the specified exchange date, Chase will deliver to the CUSIP Service Bureau written notice setting forth such exchange date and the new CUSIP number and stating that, as of such exchange date, the CUSIP numbers of the Global Notes to be exchanged will no longer be valid. On the specified exchange date, Chase will exchange such Global Notes for a single Global Note bearing the new CUSIP number and the CUSIP numbers of the exchanged Global Notes will, in accordance with CUSIP Service Bureau procedures, be cancelled and not immediately reassigned. Notwithstanding the foregoing, if the Global Notes to be exchanged exceed \$400,000,000 in aggregate principal amount, one replacement Global Note will be authenticated and issued to represent \$400,000,000 in aggregate principal amount of the exchanged Global Notes and an additional Global Note or Notes will be authenticated and issued to represent any remaining principal amount of such Global Notes (see "Denominations" below).

Denominations:

Book-Entry Notes will be issued in denominations of \$1,000 and integral multiples in excess thereof of \$1,000 unless otherwise set forth in the applicable Prospectus Supplement. Global Notes will be

denominated in principal amounts not in excess of \$400,000,000. If one or more Book-Entry Notes having an aggregate principal amount in excess of \$400,000,000 would, but for the preceding sentence, be represented by a single Global Note, then one Global Note will be issued to represent \$400,000,000 principal amount of such Book-Entry Note or Notes and an additional Global Note or Notes will be issued to represent any remaining principal amount of such Book-Entry Note or Notes. In such a case, each of the Global Notes representing such Book-Entry Note or Notes shall be assigned the same CUSIP number.

Payments of Principal,  
Premium, if any, and Interest:

Payments of Interest Only. Promptly after each Regular Record Date, Chase will deliver to the Company and DTC a written notice specifying by CUSIP number the amount of interest to be paid on each Book-Entry Note on the following Interest Payment Date (other than an Interest Payment Date coinciding with Maturity) and the total of such amounts (to the extent then ascertainable). DTC will confirm the amount payable on each Book-Entry Note on such Interest Payment Date by reference to the daily bond reports published by Standard & Poor's. On such Interest Payment Date, the Company will pay to Chase in immediately available funds, and Chase in turn will pay to DTC, such total amount of interest due (other than at Maturity), at the times and in the manner set forth below under "Manner of Payment."

Notice of Interest Rates. Promptly after each Interest Determination Date for Floating Rate Notes issued as Book-Entry Notes, the Calculation Agent will notify each of Moody's Investors Service, Inc. and Standard & Poor's of the interest rates determined as of such Interest Determination Date.

Payments at Maturity. On or about the first Business Day of each month, Chase will deliver to the Company and DTC a written list of principal, interest (to the extent then ascertainable) and premium, if any, to be paid on each Book-Entry Note maturing or otherwise becoming due in the following month. Chase, the Company and DTC will confirm the amounts of such principal, premium and interest payments with respect to a Book-Entry Note on or about the fifth Business

Day preceding the Maturity of such Book-Entry Note. At such Maturity, the Company will pay to Chase in immediately available funds, and Chase in turn will pay to DTC, the principal amount of such Note, together with interest and premium, if any, due at such Maturity, at the times and in the manner set forth below under "Manner of Payment." Promptly after payment to DTC of the principal, interest and premium, if any, due at the Maturity of such Book-Entry Note, the Trustee will cancel the Global Note representing such Book-Entry Note and deliver it to the Company with an appropriate debit advice. On the first Business Day of each month, the Trustee will deliver to the Company a written statement indicating the total principal amount of outstanding Book-Entry Notes as of the immediately preceding Business Day.

Manner of Payment. The total amount of any principal, premium, if any, and interest due on Book-Entry Notes on any Interest Payment Date or at Maturity shall be paid by the Company to Chase in funds available for use by Chase no later than noon, New York City time, on such date. The Company will make such payment on such Book-Entry Notes by instructing Chase to withdraw funds from an account maintained by the Company at Chase or by making such payment to an account specified by Chase. The Company will confirm such instructions in writing to Chase. As soon as possible thereafter, Chase will pay by separate wire transfer (using Fedwire message entry instructions in a form previously specified by DTC) to an account at the Federal Reserve Bank of New York previously specified by DTC, in funds available for immediate use by DTC, each payment of interest, principal and premium, if any, due on a Book-Entry Note on such date. Thereafter on such date, DTC will pay, in accordance with its SDFS operating procedures then in effect, such amounts in funds available for immediate use to the respective Participants in whose names such Book-Entry Notes are recorded in the book-entry system maintained by DTC. Neither the Company nor Chase shall have any responsibility or liability for the payment by DTC of the principal of, premium, if any, or interest on, the Book-Entry Notes to such

Participants.

Withholding Taxes. The amount of any taxes required under applicable law to be withheld from any interest payment on a Book-Entry Note will be determined and withheld by the Participant, indirect participant in DTC or other Person responsible for forwarding payments and materials directly to the beneficial owner of such Book-Entry Note.

Settlement Procedures:

Settlement Procedures with regard to each Book-Entry Note sold by an Agent, as agent of the Company, or purchased by an Agent, as principal, will be as follows:

- A. The Presenting Agent will advise the Company by telephone, confirmed by facsimile, of the following settlement information:
1. Taxpayer identification number of the purchaser.
  2. Principal amount.
  3. Fixed Rate Notes:
    - (a) interest rate;
    - (b) interest payment dates; and
    - (c) whether such Fixed Rate Note is being issued as an Original Issue Discount Note and, if so, the terms thereof.
    - (d) whether such Fixed Rate Note is being issued as an amortizing note and, if so, the amortization schedule. Floating Rate Notes:
      - (a) base rate;
      - (b) initial interest rate;
      - (c) spread or spread multiplier, if any;
      - (d) interest rate reset dates;
      - (e) interest rate reset period;
      - (f) interest payment dates;
      - (g) interest payment period;
      - (h) index maturity;
      - (i) calculation agent;

- (j) maximum interest rate, if any;
  - (k) minimum interest rate, if any;
  - (l) calculation date;
  - (m) interest determination dates; and
  - (n) whether such Floating Rate Note is being issued as an Original Issue Discount Note and, if so, the terms thereof.
4. price to public of such Book-Entry Note (or whether such Note is being offered at varying prices relating to prevailing market prices at time of resale as determined by the Presenting Agent).
  5. Trade Date.
  6. Settlement Date (Original Issue Date).
  7. Stated Maturity.
  8. Redemption provisions, if any, including: Redemption Commencement Date, Initial Redemption Percentage and Annual Redemption Percentage Reduction.
  9. Optional Repayment Date(s) and repayment provisions, if any.
  10. Net proceeds to the Company.
  11. Presenting Agent's discount or commission (determined in accordance with Section 2(a) of the Distribution Agreement).
  12. Name of Presenting Agent (and whether such Note is being sold to the Presenting Agent as principal or to an investor or other purchaser through the Presenting Agent acting as agent for the Company).
  13. Such other information specified with respect to such Note (whether by Addendum or otherwise).
- B. The Company will assign a CUSIP number to the Global Note representing such Book-Entry Note and then advise Chase by facsimile transmission or other electronic transmission of the above settlement information received from the Presenting Agent, such CUSIP number and the

name of the Presenting Agent.

- C. Chase will communicate to DTC and the Presenting Agent through DTC's Participant Terminal System, a pending deposit message specifying the following settlement information:
1. The information set forth in Settlement Procedure A.
  2. Identification numbers of the participant accounts maintained by DTC on behalf of Chase and the Presenting Agent.
  3. Identification of the Global Note as a Fixed Rate Note or Floating Rate Note.
  4. Initial Interest Payment Date for such Global Note, number of days by which such date succeeds the related record date for DTC purposes (or, in the case of Floating Rate Notes which reset daily or weekly, the date five calendar days preceding the Interest Payment Date) and, if then calculable, the amount of interest payable on such Interest Payment Date (which amount shall have been confirmed by the Trustee).
  5. CUSIP number of the Global Note representing such Book-Entry Note.
  6. Whether such Global Note represents any other Book-Entry Notes.
  7. The Company or Chase will advise the Presenting Agent by telephone of the CUSIP number of the Global Note representing such Book-Entry Note.
  8. Whether such Global Note is an amortizing note (by an appropriate notation) in the comments field of DTC's Participant Terminal System.

DTC will arrange for each pending deposit message described above to be transmitted to Standard & Poor's, which will use the information in the message to include certain terms of the related Book-Entry Note in the appropriate daily bond report published by Standard & Poor's.

- D. The Company will complete and deliver to the Trustee a Global Note representing such Book-

Entry Note in a form that has been approved by authorized officers of the Company pursuant to the Indenture, the Agents and the Trustee.

- E. The Trustee will authenticate the Global Note representing such Book-Entry Note.
- F. DTC will credit such Book-Entry Note to the participant account of the Trustee maintained by DTC.
- G. Chase will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC (i) to debit such Book-Entry Note to Chase's participant account and credit such Book-Entry Note to the participant account of the Presenting Agent maintained by DTC and (ii) to debit the settlement account of the Presenting Agent and credit the settlement account of Chase maintained by DTC, in an amount equal to the price of such Book-Entry Note less such Presenting Agent's discount or commission. Any entry of such a deliver order shall be deemed to constitute a representation and warranty by Chase to DTC that (i) the Global Note representing such Book-Entry Note has been issued and authenticated and (ii) Chase is holding such Global Note pursuant to the Certificate Agreement.
- H. In the case of Book-Entry Notes sold through the Presenting Agent, as agent, the Presenting Agent will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC (i) to debit such Book-Entry Note to the Presenting Agent's participant account and credit such Book-Entry Note to the participant account of the Participants maintained by DTC and (ii) to debit the settlement accounts of such Participants and credit the settlement account of the Presenting Agent maintained by DTC in an amount equal to the initial public offering price of such Book-Entry Note.

- I. Transfers of funds in accordance with SDFS deliver orders described in Settlement Procedures G and H will be settled in accordance with SDFS operating procedures in effect on the Settlement Date.
- J. Upon receipt of such funds, Chase will credit to an account of the Company maintained at Chase or pay to an account otherwise specified by the Company funds available for immediate use in the amount transferred to Chase in accordance with Settlement Procedure G.
- K. Chase will send a copy of the Global Note by first class mail to the Company together with a statement setting forth the total principal amount of Notes of each series that have been issued under the Indenture (whether or not Outstanding) as of the related Settlement Date, the principal amount of Notes Outstanding as of the related Settlement Date after giving effect to such transaction and all other offers to purchase Notes of which the Company has advised Chase but that have not yet been settled.
- L. In the case of Book-Entry Notes sold through the Presenting Agent, as agent, the Presenting Agent will confirm the purchase of such Book-Entry Note to the investor or other purchaser either by transmitting to the Participant with respect to such Book-Entry Note a confirmation order through DTC's Participant Terminal System or by mailing a written confirmation to such investor or other purchaser.

Settlement Procedures  
Timetable:

For offers to purchase Book-Entry Notes accepted by the Company, Settlement Procedures "A" through "L" set forth above shall be completed as soon as possible but not later than the respective times (New York City time) set forth below:

Settlement Procedure	Time
A	11:00 a.m. on the trade date or within one hour following the trade



B	12:00 noon on the trade date or within one hour following the trade
C	No later than the close of business on the trade date
D	3:00 p.m. on the Business Day before the Settlement Date
E	9:00 a.m. on Settlement Date
F	10:00 a.m. on Settlement Date
G-H	No later than 2:00 p.m. on Settlement Date
I	4:00 p.m. on Settlement Date
J-L	5:00 p.m. on Settlement Date

If a sale is to be settled more than one Business Day after the trade date, Settlement Procedures A, B, and C may, if necessary, be completed at any time prior to the specified times on the first Business Day after such trade date. In connection with a sale that is to be settled more than one Business Day after the trade date, if the Initial Interest Rate for a Floating Rate Note is not known at the time that Settlement Procedure A is completed, Settlement Procedures B and C shall be completed as soon as such rates have been determined, but no later than noon and 2:00 p.m., New York City time, respectively, on the second Business Day before the Settlement Date. Settlement Procedure I is subject to extension in accordance with any extension of Fedwire closing deadlines and in the other events specified in the SDFS operating procedures in effect on the Settlement Date.

If settlement of a Book-Entry Note is rescheduled or cancelled, Chase will deliver to DTC, through DTC's Participant Terminal System, a cancellation message to such effect by no later than 5:00 p.m., New York City time, on the Business Day immediately preceding the scheduled Settlement Date.

Failure to Settle:

If the Trustee fails to enter an SDFS deliver order with respect to a Book-Entry Note pursuant to Settlement Procedure G, Chase may deliver to DTC, through DTC's Participant Terminal System, as soon as practicable a withdrawal message instructing DTC to

debit such Book-Entry Note to the participant account of Chase maintained at DTC. DTC will process the withdrawal message, provided that such participant account contains a principal amount of the Global Note representing such Book-Entry Note that is at least equal to the principal amount to be debited. If withdrawal messages are processed with respect to all the Book-Entry Notes represented by a Global Note, the Trustee will mark such Global Note "cancelled", make appropriate entries in its records and send such cancelled Global Note to the Company. The CUSIP number assigned to such Global Note shall, in accordance with CUSIP Service Bureau procedures, be cancelled and not immediately reassigned. If withdrawal messages are processed with respect to a portion of the Book-Entry Notes represented by a Global Note, Chase will exchange such Global Note for two Global Notes, one of which shall represent the Book-Entry Notes for which withdrawal messages are processed and shall be cancelled immediately after issuance, and the other of which shall represent the other Book-Entry Notes previously represented by the surrendered Global Note and shall bear the CUSIP number of the surrendered Global Note. In the case of any Book-Entry Note sold through the Presenting Agent, as agent, if the purchase price for any Book-Entry Note is not timely paid to the Participants with respect to such Book-Entry Note by the beneficial purchaser thereof (or a person, including an indirect participant in DTC, acting on behalf of such purchaser), such Participants and, in turn, the related Presenting Agent may enter SDFS deliver orders through DTC's Participant Terminal System reversing the orders entered pursuant to Settlement Procedures G and H, respectively. Thereafter, Chase will deliver the withdrawal message and take the related actions described in the preceding paragraph. If such failure has occurred for any reason other than default by the applicable Presenting Agent to perform its obligations hereunder or under the Distribution Agreement, the Company will reimburse such Presenting Agent on an equitable basis for its loss of the use of funds during the period when the funds were credited to the account of

the Company.

Notwithstanding the foregoing, upon any failure to settle with respect to a Book-Entry Note, DTC may take any actions in accordance with its SDFS operating procedures then in effect. In the event of a failure to settle with respect to a Book-Entry Note that was to have been represented by a Global Note also representing other Book-Entry Notes, the Trustee will provide, in accordance with Settlement Procedures D and E, for the authentication and issuance of a Global Note representing such remaining Book-Entry Notes and will make appropriate entries in its records.

PART III: PROCEDURES FOR CERTIFICATED NOTES

Denominations:

Certificated Notes will be issued in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof unless otherwise indicated in the applicable Pricing Supplement.

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Payments of Principal,  
Premium, if any, and Interest:

Upon presentment and delivery of the Certificated Note, Chase upon receipt of immediately available funds from the Company will pay the principal amount of each Certificated Note at Maturity and premium, if any, and the final installment of interest in immediately available funds. All interest payments on a Certificated Note, other than interest due at Maturity, will be made at the Corporate Trust Office; provided, however, that such payment of interest may be made, at the option of the Company by check to the address of the person entitled thereto as such address shall appear in the Security Register. Notwithstanding the foregoing, holders of \$1,000,000 or more in aggregate principal amount of Certificated Notes having the same Interest Payment Dates shall, at the option of the Company, be entitled to receive payments of interest (other than at Maturity) by wire transfer of immediately available funds if appropriate wire transfer instructions and identifying information concerning such holder to be found in the Security Register have been received in writing by Chase by the Regular Record Date (any such wire transfer instructions received by Chase shall remain in effect until revoked by such Holder).

Chase will provide monthly to the Company a list of the principal, premium, if any, and (to the extent then ascertainable) interest to be paid on Certificated Notes maturing in the next succeeding month. Chase will be responsible for withholding taxes on interest paid as required by applicable law, but shall be relieved from any such responsibility if it acts in good faith and in reliance upon an opinion of counsel.

Certificated Notes presented to Chase at Maturity for payment will be cancelled by the Trustee. All cancelled Certificated Notes held by the Trustee shall be disposed of in accordance with its customary procedures, and the Trustee shall furnish to the Company a certificate with respect to such disposition.

Settlement Procedures:

Settlement Procedures with regard to each Certificated Note purchased by an Agent, as principal, or through an Agent, as agent, shall be as follows:

- A. The Presenting Agent will advise the Company by telephone, confirmed by facsimile, of the following settlement information with regard to each Certificated Note:
1. Exact name in which the Certificated Note(s) is (are) to be registered (the "Registered Owner").
  2. Exact address or addresses of the Registered Owner for delivery, notices and payments of principal, premium, if any, and interest.
  3. Taxpayer identification number of the Registered Owner.
  4. Principal amount.
  5. Authorized denomination.
  6. Fixed Rate Notes:
    - (a) interest rate;
    - (b) interest payment dates; and
    - (c) whether such Fixed Rate Note is being issued as an Original Issue Discount Note, if so, the terms thereof.

Floating Rate Notes:

- (a) base rate;
- (b) initial interest rate;
- (c) spread or spread multiplier, if any;
- (d) interest rate reset dates;
- (e) interest rate reset period;
- (f) interest payment dates;
- (g) interest payment period;
- (h) index maturity;
- (i) calculation agent;
- (j) maximum interest rate, if any;
- (k) minimum interest rate, if any;
- (l) calculation date;
- (m) interest determination dates; and

- (n) whether such Floating Rate Note is being issued as an Original Issue Discount Note and, if so, the terms thereof.
- 7. Price to public of such Certificated Note (or whether such Note is being offered at varying prices relating to prevailing market prices at time of resale as determined by the Presenting Agent).
- 8. Trade Date.
- 9. Settlement Date (Original Issue Date).
- 10. Stated Maturity.
- 11. Net proceeds to the Company.
- 12. Presenting Agent's discount or commission (determined in accordance with Section 2(a) of the Distribution Agreement).
- 13. Redemption provisions, if any, including: Redemption Commencement Date, Initial Redemption Percentage and Annual Redemption Percentage Reduction.
- 14. Optional Repayment Date(s) and repayment provisions, if any.
- 15. Name of Presenting Agent (and whether such Note is being sold to the Presenting Agent as principal or to an investor or other purchaser through the Presenting Agent acting as agent for the Company).
- 16. Such other information specified with respect to such Note (whether by Addendum or otherwise).
- B. After receiving such settlement information from the Presenting Agent, the Company will advise the Trustee of the above settlement information by facsimile transmission confirmed by telephone. The Company will cause the Trustee to issue, authenticate and deliver the Certificated Notes.

- C. Chase will complete the preprinted 4-ply Certificated Note packet containing the following documents in forms approved by the Company, the Presenting Agent and the Trustee consistent with the Indenture, and will make three copies thereof (herein called "Stub 1," "Stub 2" and "Stub 3"):
1. Certificated Note with the Presenting Agent's confirmation, if traded on a principal basis, or the Presenting Agent's customer confirmation, if traded on an agency basis.
  2. Stub 1 - for Trustee.
  3. Stub 2 - for Presenting Agent.
  4. Stub 3 - for the Company.
- D. With respect to each trade, Chase will deliver the Certificated Notes and Stub 2 thereof to the Presenting Agent at the following applicable address: If to Bear, Stearns & Co. Inc. to Bear, Stearns & Co. Inc., 245 Park Avenue, 4/th/ Floor, New York, New York 10167, Attention: Medium Term Note Department, if to Chase Securities Inc., to Chase Securities Inc., 55 Water Street, Room 226, Window 17 or 18, New York, New York 10041, Attention: Sal Giallanza and if to Goldman, Sachs & Co. to Goldman, Sachs & Co., 85 Broad Street, New York, New York 10004, Michael Mosely, 6th Floor. The Trustee will keep Stub 1. The Presenting Agent will acknowledge receipt of the Certificated Note through a broker's receipt and will keep Stub.
2. Delivery of the Certificated Note will be made only against such acknowledgment of receipt. Upon determination that the Certificated Note has been authorized, delivered and completed as aforementioned, the Presenting Agent will wire the net proceeds of the Certificated Note after deduction of its applicable discount or commission to the Company pursuant to standard wire instructions given by the Company.

- E. In the case of Certificated Notes sold through the Presenting Agent, as agent, the Presenting Agent will deliver the Certificated Note (with confirmations), as well as a copy of the Prospectus and the applicable Pricing Supplement or Supplements received from the Trustee to the purchaser against payment in immediately available funds.
- F. The Trustee will send Stub 3 to the Company.

Settlement Procedures  
Timetable:

For offers to purchase Certificated Notes accepted by the Company, Settlement Procedures "A" through "F" set forth above shall be completed as soon as possible following the trade but not later than the respective times (New York City time) set forth below:

Settlement Procedure	Time
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A	11:00 a.m. on the trade date or within one hour following the trade
B	12:00 noon on the trade date or within one hour following the trade
C-D	2:15 p.m. on Settlement Date
E	3:00 p.m. on Settlement Date
F	5:00 p.m. on Settlement Date

Failure to Settle:

In the case of Certificated Notes sold through the Presenting Agent, as agent, in the event that a purchaser of a Certificated Note from the Company either fails to accept delivery of or make payment for a Certificated Note on the Settlement Date, the Presenting Agent will forthwith notify the Trustee and the Company by telephone, confirmed in writing, and return such Certificated Note and related stub to the Trustee.



The Trustee, upon receipt of the Certificated Note and related stub from the Presenting Agent, will immediately advise the Company and the Company will promptly arrange to credit the account of the Presenting Agent in an amount of immediately available funds equal to the amount previously paid by such Presenting Agent in settlement for such Certificated Note. Such credits will be made on the Settlement Date if possible, and in any event not later than the Business Day following the Settlement Date; provided that the Company has received notice on the same day. If such failure has occurred for any reason other than failure by such Presenting Agent to perform its obligations hereunder or under the Distribution Agreement, the Company will reimburse such Presenting Agent on an equitable basis for its loss of the use of funds during the period when the funds were credited to the account of the Company. Immediately upon receipt of the Certificated Note in respect of which the failure occurred, the Trustee will cancel and dispose of the Certificated Note (and related stubs) in accordance with its customary procedures, make appropriate entries in its records to reflect the fact that the Certificated Note was never issued, and accordingly notify in writing the Company.

A-II-30

## Accountants' Letter

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Pursuant to Section 4(j) and Section 6(d), as the case may be, of the Distribution Agreement, the Company's independent certified public accountants shall furnish letters to the effect that:

- (i) They are independent certified public accountants with respect to the Company and its subsidiaries within the meaning of the Act and the applicable published rules and regulations thereunder.
- (ii) In their opinion, the consolidated financial statements and financial statement schedules audited by them and incorporated by reference in the Registration Statement or the Prospectus comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related published rules and regulations thereunder.
- (iii) On the basis of limited procedures, not constituting an audit in accordance with generally accepted auditing standards, consisting of a reading of the unaudited financial statements and other information referred to below, a reading of the latest available interim financial statements of the Company and its subsidiaries, inspection of the minute books of the Company and its subsidiaries since the date of the latest audited financial statements included or incorporated by reference in the Prospectus, inquiries of officials of the Company and its subsidiaries responsible for financial and accounting matters and such other inquiries and procedures as may be specified in such letter, nothing came to their attention that caused them to believe that:

(A) the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included or incorporated by reference in the Company's Quarterly Reports on Form 10-Q incorporated by reference in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act as it applies to Form 10-Q and the related published rules and regulations thereunder or that any material modifications should be made for them to be in conformity with generally accepted accounting principles;

(B) any unaudited pro forma consolidated condensed financial statements included or incorporated by reference in the Prospectus do not comply

as to form in all material respects with the applicable accounting requirements of the Act and the published rules and regulations thereunder or the pro forma adjustments have not been properly applied to the historical amounts in the compilation of those statements;

(C) as of the date of the latest available financial statements of the Company and at a subsequent date not more than five business days prior to the date of such letter, there have been any changes in the consolidated capital stock (other than issuances of capital stock under the Company's [Dividend Reinvestment and Stock Purchase Plan, Employee Stock Ownership Plan, Retirement Savings Plan, Stock Option and Incentive Plans] or other similar plans, and the incurrence of capital stock issuance expenses) of the Company or in the preferred stock or other securities of the Company's subsidiaries, or any increase in the consolidated long-term debt of the Company and its subsidiaries or any decreases in consolidated net assets of the Company and its subsidiaries or other items specified by the Agents, or any increases in any items specified by the Agents, in each case as compared with the amounts shown in the latest balance sheet included or incorporated by reference in the Prospectus, except in each case for changes, increases or decreases that the Prospectus discloses have occurred or may occur or that are described in such letter; and

(D) for the period from the date of the latest financial statements included or incorporated by reference in the Prospectus ending as of the date of the latest available financial statements of the Company and at a subsequent date referred to in clause (C) there were any decreases in consolidated revenues or operating profit or basic per share amounts of consolidated net income of the Company or other items specified by the Agents, or any increases in any items specified by the Agents, in each case as compared with the comparable period of the preceding year and with any other period of corresponding length specified by the Agents, except in each case for increases or decreases that the Prospectus discloses have occurred or may occur or that are described in such letter;

(iv) In addition to the audit referred to in their report(s) included or incorporated by reference in the Prospectus and the limited procedures, inspection of minute books, inquiries and other procedures referred to in paragraphs (ii) and (iii) above, they have carried out certain specified procedures, not constituting an audit in accordance with generally accepted auditing standards, with respect to certain amounts, percentages and financial information specified by the Agents that are derived from the general accounting records of the Company and its subsidiaries, that appear in the Prospectus (excluding documents incorporated by reference), or in Part II of, or in exhibits and schedules to, the Registration Statement specified by the Agents or in documents incorporated by reference in the Prospectus specified by the Agents, and have compared certain of such

amounts, percentages and financial information with the accounting records of the Company and its subsidiaries and have found them to be in agreement.

All references to the Prospectus in this Annex III shall be deemed to refer to the Prospectus (including the documents incorporated by reference therein) as defined in the Distribution Agreement as of the Commencement Date referred to in Section 6(d) thereof and to the Prospectus as amended or supplemented (including the documents incorporated by reference therein) as of the date of the amendment, supplement, incorporation or the Time of Delivery relating to an agreement to purchase Securities as principal requiring the delivery of such letter under Section 4(j) thereof.

A-III-3

## [FORM OF FIXED RATE NOTE]

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) (the "Depository") to the Company or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of the Depository and any payment is made payable to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

Unless and until this Security is exchanged in whole or in part for certificated Securities registered in the names of the various beneficial holders hereof as then certified by the Depository or a successor depository, this Security may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to another nominee of the Depository or to the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor depository.

LEGGETT & PLATT, INCORPORATED  
Medium-Term Notes, Series I

Original Issue Date: Redeemable: Yes \_\_\_ No \_\_\_  
Interest Rate: Redemption Commencement Date:  
Overdue Interest Rate: Redemption Percentage:  
Stated Maturity Date: Annual Redemption Percentage Reduction:  
Issue Price (%): Other Provisions:  
Original Issue Discount Security:  
Yes \_\_\_ No \_\_\_

OID: Yes \_\_\_ No \_\_\_  
Total Amount of OID (%):  
Yield to Maturity (%):  
Initial Accrual Period OID (%):

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No. \_\_\_\_\_ Principal Amount  
\$ \_\_\_\_\_  
CUSIP

LEGGETT & PLATT, INCORPORATED, a corporation duly organized and existing under the laws of Missouri (herein called the "Company", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to \_\_\_\_\_, or registered assigns, the principal sum of \_\_\_\_\_ Dollars on the Stated Maturity Date specified above, and to pay interest thereon from the Original Issue Date specified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on April 1 and October 1 in each year, commencing with the Interest Payment Date next succeeding the Original Issue Date specified above, and at Stated Maturity or redemption, if any, at the Interest Rate per annum, if any, specified above (subject to adjustment upon default as specified below), until the principal hereof is paid or made available for payment. Interest so payable shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The interest so payable, and paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the fifteenth day (whether or not a Business Day) next preceding such Interest Payment Date. Notwithstanding the foregoing, (a) if the Original Issue Date of this Security is after a Regular Record Date and before the corresponding Interest Payment Date, interest so payable for the period from and including the Original Issue Date to but excluding such Interest Payment Date shall be paid on the next succeeding Interest Payment Date to the Holder hereof on the related Regular Record Date; and (b) interest payable at Maturity shall be paid to the Person to whom principal shall be paid. Except as otherwise provided in the Indenture, any such interest not so paid or duly

provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

The overdue principal of and interest on this Security shall bear interest at the Overdue Interest Rate per annum specified above (to the extent that the payment of such interest shall be legally enforceable), which shall accrue from the date of such default in payment to the date payment of such principal or interest has been made or duly provided for. Interest on any overdue principal or interest shall be payable on demand. Any such interest on any overdue principal or interest shall bear interest at the Overdue Interest Rate per annum specified above (to the extent that the payment of such interest shall be legally enforceable), which shall accrue from the due date for payment of said principal or interest to the date payment of such interest has been made or duly provided for, and such interest shall also be payable on demand. If the Interest Rate specified above shall be zero, the principal of this Security shall not bear interest, except in the case of a default in payment of principal at Maturity, and in such case the overdue principal of this Security shall bear interest at the Overdue Interest Rate per annum specified above (to the extent that the payment of such interest shall be legally enforceable), which shall accrue from the date of such default in payment to the date payment of such principal has been made or duly provided for. Interest on such overdue principal shall be payable on demand.

Payment of the principal of and premium, if any, and interest, if any, on this Security, as aforesaid, will be made at the offices of The Chase Manhattan Bank, New York, New York or at such other office or agency as may be designated for such purpose by the Company from time to time and will be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register, or in the case of Holders of \$1,000,000 or more in aggregate principal amount of the Securities of this series denominated and payable in U.S. dollars, by wire transfer to an account of the Person entitled thereto located in the United States, provided, that such Person shall have given the Paying Agent satisfactory wire transfer instructions by the Regular Record Date preceding the applicable Interest Payment Date, with reference to the identifying information concerning such Holder to be found in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee referred to or the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Date: \_\_\_\_\_

LEGGETT & PLATT, INCORPORATED

By: \_\_\_\_\_

[REVERSE SIDE OF NOTE]

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of November 24, 1999 (such Indenture, together with any constituent instruments establishing the terms of particular Securities, being herein called the "Indenture"), between the Company and The Chase Manhattan Bank, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be authenticated and delivered. The acceptance of this Security shall be deemed to constitute the consent and agreement by the Holder hereof to all of the terms and provisions of the Indenture. This Security is one of the series designated on the face hereof. By the terms of the Indenture, additional Securities of other separate series, which may vary as to date, amount, Stated Maturity, interest rate or method of calculating the interest rate and in other respects as therein provided, may be issued in an unlimited principal amount.

If any Interest Payment Date, any Redemption Date or the Stated Maturity of this Security shall not be a Business Day (as hereinafter defined) at any Place of Payment, then (notwithstanding any other provision of the Indenture or this Security), payment of interest or principal (and premium, if any) due on this Security need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at the Place of Payment, with the same force and effect as if made on the Interest Payment Date or on the Redemption Date or at Stated Maturity, provided that no interest shall accrue on such unpaid interest or principal (and premium, if any) for the period from and after such Interest Payment Date, Redemption Date or Stated Maturity, as the case may be.

If, as specified on the face hereof, this Security is not an Original Issue Discount Security and is redeemable, this Security is subject to redemption at any time on or after the Redemption Commencement Date specified on the face hereof, as a whole or in part, at the election of the Company, at the applicable redemption price (as described below) plus accrued interest to the date fixed for redemption. Such redemption price shall be the Redemption Percentage of the principal amount hereof specified on the face hereof for the twelve-month period commencing on the Redemption Commencement Date and shall decline for the twelve-month period



commencing on each anniversary of the Redemption Commencement Date by a percentage of principal amount equal to the Annual Redemption Percentage Reduction specified on the face hereof until such redemption price is 100% of the principal amount of this Security to be redeemed.

If, as specified on the face hereof, this Security is an Original Issue Discount Security and is redeemable, this Security is subject to redemption at any time on or after the Redemption Commencement Date specified on the face hereof, as a whole or in part, at the election of the Company at the Amortized Face Amount of this Security as of the date fixed for redemption plus accrued interest, if any, to the date fixed for redemption. The "Amortized Face Amount" of this Security shall be the amount equal to (a) the Issue Price specified on the face hereof multiplied by the face amount hereof plus (b) that portion of the difference between such amount and the face amount hereof that has accrued at the Yield to Maturity (specified on the face hereof) (computed in accordance with generally accepted United States bond yield computation principles) at the date as of which the Amortized Face Amount is calculated, but in no event shall the Amortized Face Amount of this Security exceed its stated principal amount.

Notice of redemption shall be given by mail to Holders of Securities, not less than 30 days nor more than 60 days prior to the date fixed for redemption, all as provided in the Indenture.

In the event of redemption of this Security in part only, a new Security or Securities of this series, of like tenor of any authorized denomination for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

If, as specified on the face hereof, this Security is not an Original Issue Discount Security and if an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of this Security of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

If, as specified on the face hereof, this Security is an Original Issue Discount Security and if an Event of Default with respect to Securities of this series shall occur and be continuing, the Amortized Face Amount of this Security may be declared due and payable in the manner and with the effect provided in the Indenture. Upon payment (i) of the amount of principal so declared due and payable and (ii) of interest on any overdue principal and overdue interest (in each case to the extent that the payment of such interest shall be legally enforceable), all of the Company's obligations in respect of the payment of the principal of and interest, if any, on this Security shall terminate.

The Indenture contains provisions for defeasance at any time of the Company's obligations in respect of (i) the entire indebtedness of this Security or (ii) certain restrictive covenants with respect to this Security, in each case upon compliance with certain conditions set forth therein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the

Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding of each series to be affected and, for certain purposes, without the consent of the Holders of any Securities at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of (and premium, if any) and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or such Holder's attorney duly authorized in writing, and thereupon one or more new Securities of this series, of like tenor and of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$1,000 and any amount in excess thereof which is an integral multiple of \$1,000. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered in the Security Register as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Securities shall be governed by and construed in accordance with the laws of the State of New York, without regard for principles of conflicts of law.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

As provided in the Indenture, no recourse shall be had for the payment of the principal of or premium, if any, or interest on any Securities, or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement under this Security or the Indenture, against, and no personal liability whatsoever shall attach to, or be incurred by, any incorporator, stockholder, officer or director, as such, past, present or future of the Company or of any predecessor or successor corporation (either directly or through the Company or a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that the Indenture and all the Securities are solely corporate obligations and that any such personal liability is hereby expressly waived and released as a condition of, and as a part of the consideration for, the execution of the Indenture and the issuance of the Securities.

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated: \_\_\_\_\_

THE CHASE MANHATTAN BANK, as Trustee

By: \_\_\_\_\_  
Authorized Officer

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfer unto

---

[Please insert social security or other identifying number of assignee]

---

[Please print or typewrite name and address of assignee]

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the within Security of LEGGETT & PLATT, INCORPORATED and does hereby irrevocably constitute and appoint \_\_\_\_\_, Attorney, to transfer said Security on the books of the within-mentioned Company, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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Notice: The signature to this assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatsoever.

## [FORM OF FLOATING RATE NOTE]

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) (the "Depository") to the Company or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of the Depository and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

Unless and until this Security is exchanged in whole or in part for certificated Securities registered in the names of various beneficial holders hereof as then certified by the Depository or a successor depository, this Security may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to another nominee of the Depository or to the Depository or by the Depository or any such nominee to a successor depository or a nominee of such successor depository.

LEGGETT & PLATT, INCORPORATED  
Medium-Term Notes, Series I

Original Issue Date: Interest Reset Period:  
Stated Maturity Date: Interest Reset Dates:  
Issue Price (%): Interest Rate Determination Dates:  
Initial Interest Rate: Index Maturity:  
Base Rate: Spread [ ]  
- --Commercial Paper Rate Spread Multiplier:  
- --LIBOR Original Issue Discount Security: Yes \_\_\_ No \_\_\_  
-Reporting Service: Redeemable: Yes \_\_\_ No \_\_\_  
-LIBOR Reuters Redemption Commencement Date:  
-LIBOR Telerate Redemption Percentage:  
- --Treasury Rate Annual Redemption Percentage Reduction:  
- --Prime Rate Other Provisions:  
- --Federal Funds Rate  
- --CD Rate  
- --CMT Rate  
-Designated CMT Telerate Page:  
- --Eleventh District Cost of Funds Rate  
Maximum Interest Rate:  
Minimum Interest Rate:  
Interest Payment Period:  
Interest Payment Dates:

OID: Yes \_\_\_ No \_\_\_  
Total Amount of OID (%):  
Yield to Maturity (%):  
Initial Accrual Period OID (%):

No. \_\_\_\_\_ Principal Amount  
\$ \_\_\_\_\_  
CUSIP

LEGGETT & PLATT, INCORPORATED, a corporation duly organized and existing under the laws of Missouri (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to

or registered assigns, the principal sum of \_\_\_\_\_,  
Dollars  
on the Stated Maturity Date specified above, and to pay interest thereon from the Original Issue Date set forth above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, monthly, quarterly, semiannually or annually, as specified above for

the Interest Payment Period, in arrears on the Interest Payment Dates specified above in each year, commencing with the Interest Payment Date next succeeding the Original Issue Date specified above, and at Maturity, until the principal hereof is paid or made available for payment. Except as otherwise provided herein, the rate of interest to be so paid shall be the Initial Interest Rate specified above until the first Interest Reset Date specified above following the Original Issue Date and thereafter at a rate determined, in accordance with the provisions on the reverse hereof, by reference to the Base Rate specified above plus or minus the Spread, if any, specified above or multiplied by the Spread Multiplier, if any, specified above; provided that the interest rate for the ten calendar days prior to Maturity will be the one in effect on the tenth calendar day before Maturity. The interest so payable, and paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which is the date 15 calendar days prior to such Interest Payment Date (whether or not a Business Day (as hereinafter defined)). Notwithstanding the foregoing, (a) if the Original Issue Date of this Security is after a Regular Record Date and before the corresponding Interest Payment Date, interest so payable for the period from and including the Original Issue Date to but excluding such Interest Payment Date shall be paid on the next succeeding Interest Payment Date to the Holder hereof on the related Regular Record Date; and (b) interest payable at Maturity shall be paid to the Person to whom principal shall be paid. Except as otherwise provided in the Indenture, any such interest not so paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of and premium, if any, and interest, if any, on this Security, as aforesaid, will be made at the offices of The Chase Manhattan Bank, New York, New York or at such other office or agency as may be designated for such purpose by the Company from time to time and will be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register, or in the case of Holders of \$1,000,000 or more in aggregate principal amount of the Securities of this series denominated and payable in U.S. dollars, by wire transfer to an account of the Person entitled thereto located in the United States, provided, that such Person shall have given the Paying Agent satisfactory wire transfer instructions by the Regular Record Date preceding the applicable Interest Payment Date, with reference to the identifying information concerning such Holder to be found in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee referred to or the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Date: \_\_\_\_\_

LEGGETT & PLATT, INCORPORATED

By: \_\_\_\_\_

[REVERSE SIDE OF NOTE]

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of November 24, 1999 (such Indenture, together with any constituent instruments establishing the terms of particular Securities, being herein called the "Indenture"), between the Company and The Chase Manhattan Bank, as Trustee (herein called the "trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be authenticated and delivered. The acceptance of this Security shall be deemed to constitute the consent and agreement of the Holder hereof to all of the terms and provisions of the Indenture. This Security is one of the series designated on the face hereof. By the terms of the Indenture, additional Securities of other separate series, which may vary as to date, amount, Stated Maturity, interest rate or method of calculating the interest rate and in other respects as therein provided, may be issued in an unlimited principal amount.

Interest payments on this Security shall be the amount of interest accrued from the last day to which interest has been paid or duly provided for, or if no interest has been paid or duly provided for, from and including the Original Issue Date to but excluding the immediately succeeding Interest Payment Date.

Accrued interest on this Security shall be calculated by multiplying the principal amount of this Security by an accrued interest factor. Such accrued interest factor shall be computed by adding the interest factors calculated for each day in the Interest Payment Period from which accrued interest is being calculated. The interest factor (expressed as a decimal calculated to seven decimal places without rounding) for each such day shall be computed by dividing the interest rate applicable to such day by (a) the actual number of days in the year if the Base Rate is the CMT Rate or the Treasury Rate, as indicated on the face hereof or (b) 360, if the Base Rate is any other rate, as indicated on the face hereof. For purposes of making the foregoing



calculation, the interest rate in effect on any day will be: (a) if the day is an Interest Reset Date, the interest rate determined as of the Interest Rate Determination Date for that Interest Reset Date, or (b) if the day is not an Interest Reset Date, the interest rate determined as of the Interest Rate Determination Date for the preceding Interest Reset Date (or, if none, the Initial Interest Rate). Unless otherwise specified on the face hereof, all percentages resulting from any calculation of the rate of interest hereon shall be rounded, if necessary, to the nearest 1/100,000 of 1% (.0000001), with five one-millionths of a percentage point rounded upward, and all dollar amounts used in or resulting from such calculation shall be rounded to the nearest cent (with 0.5 of a cent being rounded upward).

Except as otherwise provided herein, commencing with the first Interest Reset Date specified on the face hereof following the Original Issue Date and thereafter upon each succeeding Interest Reset Date specified on the face hereof, the rate at which interest on this Security is payable shall be reset monthly, quarterly, semiannually or annually as specified on the face hereof for the Interest Reset Period; and such rate, as so reset, shall be effective as of and for the related Interest Reset Date and for the balance of the related Interest Reset Period to but excluding the next succeeding Interest Reset Date. Unless otherwise specified on the face hereof, the Interest Reset Dates shall be, if the interest rate on this Security resets monthly, the third Wednesday of each month; if the interest rate on this Security resets quarterly, the third Wednesday of March, June, September and December of each year, if the interest rate on this Security resets semiannually, the third Wednesday of each of the two months of each year specified on the face hereof; and if the interest rate on this Security resets annually, the third Wednesday of one month of each year specified on the face hereof; provided, however, that the interest rate in

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effect for the ten calendar days immediately prior to Maturity will be that in effect on the tenth calendar day preceding Maturity. If an Interest Reset Date for this Security would otherwise be a day that is not a Business Day (as hereinafter defined), such Interest Reset Date shall be postponed to the next succeeding Business Day, except that, if the Base Rate specified on the face hereof is LIBOR and such Business Day is in the next succeeding calendar month, such Interest Reset Date shall be the immediately preceding Business Day.

Anything herein to the contrary notwithstanding, the interest rate hereon shall not be greater than the Maximum Interest Rate, if any, or less than the Minimum Interest Rate, if any, specified on the face hereof. In addition, the interest rate hereon shall in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application.

Unless otherwise specified on the face hereof, interest will be payable, if the interest rate on this Security resets monthly, on the third Wednesday of each month; if the interest rate on this Security resets quarterly, on the third Wednesday of March, June, September and December of each year; if the interest rate on this Security resets semiannually, on the third Wednesday of each of the two months of each year specified on the face hereof; and if the interest rate on this Security resets annually, on the third Wednesday of the one month of each year specified on the face hereof (each such day being an "Interest Payment Date").

If any Interest Payment Date other than a Redemption Date or the Stated Maturity would otherwise be a day that shall not be a Business Day, such Interest Payment Date shall be

postponed until the next succeeding Business Day and interest will continue to accrue, except that, if the Base Rate specified on the face hereof is LIBOR and such next succeeding Business Day is in the next succeeding calendar month, such Interest Payment Date shall be the immediately preceding Business Day. If the Stated Maturity or Redemption Date is not a Business Day, payments of principal and interest due on this Security may be made on the next succeeding Business Day, and no interest shall accrue on such amounts for the period from and after such Stated Maturity or Redemption Date, as the case may be, to such Business Day.

The Company shall appoint, and enter into an agreement with, an agent (the "Calculation Agent") to calculate the interest rates on floating rate Securities (including this Security). Unless otherwise specified on the face hereof, The Chase Manhattan Bank shall be the Calculation Agent. All determinations of interest rates by the Calculation Agent shall, in the absence of manifest error, be conclusive for all purposes and binding on the Holder hereof.

Subject to applicable provisions of law and except as specified herein, on each Interest Reset Date the rate of interest shall be the rate determined in accordance with the provisions of the applicable heading below.

#### Determination of Commercial Paper Rate

If the Base Rate specified on the face hereof is the Commercial Paper Rate, this Security shall bear interest for each Interest Reset Period at an interest rate calculated with reference to the Commercial Paper Rate, determined as set forth below, and the Spread or Spread Multiplier, if any, specified on the face hereof.

The Commercial Paper Rate for each Interest Reset Period shall be determined by the Calculation Agent on the Calculation Date (as defined below) and shall be (a) the Money Market Yield (as defined herein) as of the second Business Day prior to the related Interest Reset Date (a "Commercial Paper Rate Determination Date") of the rate for commercial paper having the Index Maturity specified on the face hereof as such rate shall be published in H.15(519) (as hereinafter defined) prior to 9:00 A.M., New York City time on the Calculation Date relating to that Commercial Paper Rate Determination Date under the heading "Commercial Paper-Nonfinancial," or if such rate is not so published in H.15(519) by 9:00 A.M., New York City time, on the Calculation Date, then the Commercial Paper Rate for such Interest Reset Period shall be the Money Market Yield as of such Commercial Paper Rate Determination Date for commercial paper of the Index Maturity specified on the face hereof, as published in H.15 Daily Update (as hereinafter defined) under the heading "Commercial Paper-Nonfinancial" or (b) if that rate is not published in H.15(519), H.15 Daily Update, or another recognized electronic source by 3:00 P.M., New York City time, on the Calculation Date, the Money Market Yield of the arithmetic mean of the offered rates, as of 11:00 A.M., New York City time, on such Commercial Paper Rate Determination Date, of three leading dealers in commercial paper in New York City selected by the Company for commercial paper of the Index Maturity specified on the face hereof placed for an industrial issuer whose bond rating is "Aa", or the equivalent, from a nationally recognized rating agency; provided, however, that if fewer than three dealers so selected by the Company are quoting offered rates as described in this sentence, the Commercial Paper Rate for such Interest Reset Period shall be deemed to be the same as the

Commercial Paper Rate for the immediately preceding Interest Reset Period (or if no such rate was in effect, the interest rate hereon for such Interest Reset Period shall be the Initial Interest Rate).

"Money Market Yield" shall be a yield (expressed as a percentage rounded to the next higher one hundred thousandth of a percentage point) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where "D" refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal, and "M" refers to the actual number of days in the period for which interest is being calculated.

The "Calculation Date" pertaining to any Commercial Paper Rate Determination Date shall be the earlier of (i) the tenth calendar day after such Commercial Paper Rate Determination Date or, if such date is not a Business Day, the next succeeding Business Day or (ii) the Business Day preceding the applicable Interest Payment Date or Maturity as the case may be.

#### Determination of LIBOR

If the Base Rate specified on the face hereof is LIBOR, this Security shall bear interest for each Interest Reset Period at an interest rate calculated with reference to LIBOR, determined as set forth below, and the Spread or Spread Multiplier, if any, specified on the face hereof.

"LIBOR" for each Interest Reset Period shall be determined by the Calculation Agent for such LIBOR Note on the second London Business Day (as hereinafter defined) immediately preceding the applicable Interest Reset Date (a "LIBOR Determination Date") as follows:

(i) The Calculation Agent shall determine either (a) if "LIBOR Reuters" is specified above as the Reporting Service, the arithmetic mean of the offered rates for deposits in U.S. dollars for the period of the Index Maturity specified on the face hereof, commencing on the Interest Reset Date, which appear on the Reuters Screen LIBO Page as of 11:00 A.M., London time, on such LIBOR Determination Date, if at least two such offered rates appear on the Reuters Screen LIBO Page ("LIBOR Reuters") or (b) if "LIBOR Telerate" is specified above as the Reporting Service, the offered rate on the LIBOR Determination Date for deposits in U.S. dollars having the Index Maturity specified on the face hereof that appears on the Telerate Page 3750 as of 11:00 A.M. London time, on that LIBOR Determination Date ("LIBOR Telerate"). "Reuters Screen LIBO Page" means the display designated as page "LIBO" on the Reuters Monitor Money Rates Service (or such other page as may replace the LIBO page on that service for the purpose of displaying London interbank offered rates of major banks) "Telerate Page 3750" means the display designated as page "3750" on Bridge Telerate, Inc. (or such other page as may replace the 3750 page on that Service or such other service or services as may be nominated by the British Bankers' Association for the purpose of

displaying London interbank offered rates for U.S. dollar deposits). If neither LIBOR Reuters nor LIBOR Telerate is specified on the face hereof, LIBOR will be determined as if LIBOR Telerate had been specified. On any LIBOR Determination Date, if fewer than two offered rates appear or no rate appears, as applicable, on the designated Reporting Service, LIBOR with respect to that Interest Reset Date will be determined as if the parties had specified the rate described in (ii) below.

(ii) The Calculation Agent shall request the principal London office of each of four major banks in the London interbank market selected by the Calculation Agent (after consultation with the Company) to provide the Calculation Agent with its offered quotations of its rate for deposits in U.S. dollars for the period of the Index Maturity specified on the face hereof commencing on the Interest Reset Date to prime banks in the London interbank market at approximately 11:00 A.M., London time, on such LIBOR Determination Date and in a principal amount equal to an amount not less than \$1,000,000 that is representative of a single transaction in that index currency in such market at such time. If at least two such quotations are provided, "LIBOR" for such Interest Reset Period will be the arithmetic mean of such quotations. If fewer than two such quotations are provided, "LIBOR" for such Interest Reset Period will be the arithmetic mean of rates quoted by three major banks in The City of New York selected by the Calculation Agent (after consultation with the Company) at approximately 11:00 A.M., New York City time, on such LIBOR Determination Date for loans in U.S. dollars to leading European banks, for the period of the Index Maturity specified on the face hereof commencing on such Interest Reset Date, and in a principal amount of not less than \$1,000,000 that is representative for a single transaction in that market at such time; provided, however, that if fewer than three banks selected as aforesaid by ----- the Calculation Agent are quoting rates as described in this sentence, "LIBOR" for such Interest Reset Period shall be deemed to be the same as LIBOR for the immediately preceding Interest Reset Period (or if no such rate was in effect, the interest rate hereon for such Interest Reset Period shall be the Initial Interest Rate).

#### Determination of Treasury Rate

If the Base Rate specified on the face hereof is the Treasury Rate, this Security shall bear interest for each Interest Reset Period at an interest rate calculated with reference to the Treasury Rate, determined as set forth below, and the Spread or Spread Multiplier, if any, specified on the face hereof.

The "Treasury Rate" for any Treasury Rate Determination Date (as defined below) for each Interest Reset Period shall be determined by the Calculation Agent on the Calculation Date (as defined below) and shall be the rate from the most recent auction of direct obligations of the United States ("Treasury bills") having the Index Maturity specified on the face hereof, as such rate appears under the caption "Investment Rate" on the display on Bridge Telerate, Inc. (or any successor service) ("Telerate") on page 56 or 57 (or any other page as may replace such page or such service) or, in the event that such rate is not published prior to 3:00 P.M., New York City time, on the Calculation Date, the auction average rate (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) on such Treasury

Rate Determination Date as otherwise announced by the United States Department of the Treasury. In the event that the results of the auction of Treasury bills having the Index Maturity specified on the face hereof are not published or reported as provided above by 3:00 P.M., New York City time, on such Calculation Date, or if no such auction is held in a particular week, then the "Treasury Rate" for such Interest Reset Period shall be the rate set forth in H.15(519) under the heading "U.S. Government Securities/ Treasury Bills/Secondary Market." If such rate is not so published by 3:00 P.M., New York City time, on such Calculation Date, then the Treasury Rate for such Interest Reset Period shall be calculated by the Calculation Agent and shall be a yield to maturity (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 P.M., New York City time, on such Treasury Rate Determination Date, of three leading primary United States government securities dealers selected by the Calculation Agent (after consultation with the Company) for the issue of Treasury bills with a remaining maturity closest to the Index Maturity specified on the face hereof; provided, however, that if fewer than

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three of the dealers selected as aforesaid by the Calculation Agent are quoting bid rates as described in this sentence, then the "Treasury Rate" for such Interest Reset Period shall be deemed to be the same as the Treasury Rate for the immediately preceding Interest Reset Period (or if no such rate was in effect, the interest rate hereon for such Interest Reset Period shall be the Initial Interest Rate).

The "Treasury Rate Determination Date" for each Interest Reset Period shall be the day of the week during which the Interest Reset Date for such Interest Reset Period falls on which Treasury bills of the Index Maturity specified on the face hereof would normally be auctioned. As of the date of this Security, Treasury bills are normally sold at auction on Monday of each week, unless that day is a legal holiday, in which case the auction is normally held on the following Tuesday, except that such auction may be held on the preceding Friday. If, as the result of a legal holiday, an auction is so held on the preceding Friday, such Friday will be the Treasury Rate Determination Date pertaining to the Interest Reset Period commencing in the next succeeding week. If an auction date shall fall on any day that would otherwise be an Interest Reset Date for a Treasury Rate Note, then such Interest Reset Date shall instead be the Business Day immediately following such auction date.

The "Calculation Date" pertaining to any Treasury Rate Determination Date shall be the earlier of (i) the tenth calendar day after such Treasury Rate Determination Date or, if such day is not a Business Day, the next succeeding Business Day or (ii) the Business Day preceding the applicable Interest Payment Date or Maturity, as the case may be.

#### Determination of CD Rate

If the Base Rate specified on the face hereof is the CD Rate, this Security shall bear interest for each Interest Reset Period at an interest rate calculated with reference to the CD Rate, determined as set forth below, and the Spread or Spread Multiplier, if any, specified on the face hereof.

The "CD Rate" for each Interest Reset Period shall be determined by the Calculation Agent on the Calculation Date (as hereinafter defined) and shall be the rate as of the second

Business Day prior to the related Interest Reset Date (a "CD Rate Determination Date") for negotiable certificates of deposit having the Index Maturity designated above as published in H.15(519) prior to 3:00 P.M., New York City time on the Calculation Date under the heading "CDs (Secondary Market)," or, if not published by 3:00 P.M., New York City time, on the Calculation Date relating to such CD Rate Determination Date, the rate on such CD Rate Determination Date for negotiable certificates of deposit of the Index Maturity designated above as published in H.15 Daily Update or other recognized electronic source under the caption "CDs (Secondary Market)." If such rate is not yet published in either H.15(519) or H.15 Daily Update or other recognized electronic source by 3:00 P.M., New York City time, on such Calculation Date, then the CD Rate on such CD Rate Determination Date will be calculated by the Calculation Agent and will be the arithmetic mean of the secondary market offered rates as of 10:00 A.M., New York City time, on such CD Rate Determination Date, of three leading non-bank dealers in negotiable United States dollar certificates of deposit in The City of New York selected by the Calculation Agent (after consultation with the Company) for negotiable certificates of deposit of major United States money market banks of the highest credit standing (in the market for negotiable certificates of deposit) with a remaining maturity closest to the Index Maturity designated above in an amount that is representative for a single transaction in that market at that time; provided, however, that if fewer than three dealers so selected by the Calculation Agent are quoting as set forth above, the CD Rate with respect to such CD Rate Determination Date will be the CD Rate for the immediately preceding Interest Reset Period (or if no such rate was in effect, the interest rate hereon for the next succeeding Interest Reset Period shall be the Initial Interest Rate).

The "Calculation Date" pertaining to a CD Rate Determination Date shall be the earlier of (i) the tenth calendar day after such CD Rate Determination Date or, if such date is not a Business Day, the next succeeding Business Day or (ii) the Business Day preceding the applicable Interest Payment Date or Maturity as the case may be.

## Determination of Prime Rate

If the Base Rate specified on the face hereof is the Prime Rate, this Security shall bear interest for each Interest Reset Period at an interest rate calculated with reference to the Prime Rate, determined as set forth below, and the Spread or Spread Multiplier, if any, specified on the face hereof.

The "Prime Rate" for each Interest Reset Period shall be determined by the Calculation Agent on the Calculation Date (as hereinafter defined) and shall be the rate as of the second Business Day prior to the related Interest Reset Date (a "Prime Rate Determination Date") as such rate is published in H.15(519) by 9:00 A.M., New York City time on the Calculation Date under the caption "Bank Prime Loan" or, if not published by 9:00 A.M., New York City time, on the related Calculation Date, the rate on such Prime Rate Determination Date as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "Bank Prime Loan." If such rate is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 P.M., New York City time, on the related Calculation Date, then the Prime Rate shall be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters Screen USPRIME 1 Page as such bank's prime rate or base lending rate in effect as of 11:00 A.M., New York City time, on such Prime Rate Determination Date. If fewer than four such rates, but more than one such rate, so appear on the Reuters Screen USPRIME 1 Page for such Prime Rate Determination Date, the Prime Rate shall be calculated by the Calculation Agent and shall be the arithmetic mean of the announced prime rates or base lending rates quoted on the basis of the actual number of days in the year divided by a 360-day year as of the close of business on such Prime Rate Determination Date by at least two major money center banks in The City of New York selected by the Calculation Agent (after consultation with the Company) to provide such rate or rates; provided, however, that if fewer than two such prime rates appear on the Reuters Screen USPRIME 1 Page, there shall be included in the group of rates whose arithmetic mean is to be so determined the prime rates or base lending rates, as of such Prime Rate Determination Date, of three substitute banks or trust companies organized and doing business under the laws of the United States, or any State thereof, in each case having total equity capital of at least U.S. \$500,000,000 and being subject to supervision or examination by Federal or State authority, selected by the Calculation Agent (after consultation with the Company); provided, however, that if the banks so selected by the Calculation Agent are not quoting as mentioned in this sentence, the Prime Rate determined as of such Prime Rate Determination Date will be the Prime Rate for the immediately preceding Interest Reset Period (or if no such rate was in effect, the interest rate hereon for the next succeeding Interest Reset Period shall be the Initial Interest Rate).

"Reuters Screen USPRIME 1 Page" means the display designated as Page "USPRIME1" on the Reuters Monitor Money Rates Service (or any successor service) on the "USPRIME1" Page (or such other page as may replace the USPRIME1 Page on that service) for the purpose of displaying prime rates or base lending rates of major United States banks.

The "Calculation Date" pertaining to a Prime Rate Determination Date shall be the earlier of (i) the tenth calendar day after such Prime Rate Determination Date or, if such date is not a

Business Day, the next succeeding Business Day or (ii) the Business Day preceding the applicable Interest Payment Date or Maturity as the case may be.

#### Determination of Federal Funds Rate

If the Base Rate specified on the face hereof is the Federal Funds Rate, this Security shall bear interest for each Interest Reset Period at an interest rate calculated with reference to the Federal Funds Rate, determined as set forth below, and the Spread or Spread Multiplier, if any, specified on the face hereof.

The "Federal Funds Rate" for each Interest Reset Period shall be determined by the Calculation Agent on the Calculation Date (as hereinafter defined) and shall be the rate as of the second Business Day prior to the related Interest Reset Date (a "Federal Funds Determination Date") for Federal Funds as such rate is published in H.15(519) by 3:00 P.M., New York City time on the Calculation Date, under the heading "Federal Funds (Effective)" as such rate is displayed on Telerate Page 120 (or any other page as may replace such page on such service). In the event that such rate is not published by 3:00 P.M., New York City time, on the Calculation Date pertaining to such Federal Funds Determination Date, then the Federal Funds Rate shall be the rate on such Federal Funds Determination Date for U.S. dollar federal funds, as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the heading "Federal Funds (Effective)." If by 3:00 P.M., New York City time, on such Calculation Date such rate does not appear on Telerate Page 120 or is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source, the Federal Funds Rate for such Federal Funds Determination Date shall be calculated by the Calculation Agent and shall be the arithmetic mean of the rates for the last transactions in overnight Federal Funds arranged by three leading brokers of Federal Funds in The City of New York selected by the Calculation Agent (after consultation with the Company) as of 11:00 A.M., New York City time, on that Federal Funds Determination Date; provided, however, that if fewer than three brokers selected as aforesaid by the Calculation Agent are quoting rates as mentioned in this sentence, the Federal Funds Rate with respect to such Federal Funds Determination Date will be the Federal Funds Rate for the immediately preceding Interest Reset Period (or if no such rate was in effect, the interest rate hereon for the next succeeding Interest Reset Period shall be the Initial Interest Rate).

The "Calculation Date" pertaining to a Federal Funds Determination Date shall be the earlier of (i) the tenth calendar day after such Federal Funds Determination Date or, if such date is not a Business Day, the next succeeding Business Day or (ii) the Business Day preceding the applicable Interest Payment Date or Maturity as the case may be.

#### Determination of CMT Rate

If the Base Rate specified on the face hereof is the CMT Rate, this Security shall bear interest for each Interest Reset Period at an interest rate calculated with reference to the CMT Rate, determined as set forth below, and the Spread or Spread Multiplier, if any, specified on the face hereof.



The CMT Rate for each Interest Reset Period shall be determined by the Calculation Agent on the Calculation Date (as defined below) and shall be the rate as of the second Business Day prior to the related Interest Reset Date (a "CMT Rate Determination Date") displayed on Bridge Telerate, Inc. (or any successor service) on the designated CMT Telerate Page specified on the face hereof (or any other page that may replace such page on that service) by 3:00 P.M., New York City time, on the Calculation Date for such CMT Rate Determination Date under the caption "...Treasury Constant Maturity... Federal Reserve Board Release H.15... Monday Approximately 3:45 P.M.," under the column for the Index Maturity specified on the face hereof for: (i) if the designated CMT Telerate Page is 7051, such CMT Rate Determination Date; or (ii) if the designated CMT Telerate Page is 7052, the week, or the month, specified on the face hereof, ended immediately preceding the week in which the related CMT Rate Determination Date occurred. If the CMT Rate is not displayed on the relevant page by 3:00 P.M., New York City time, on the Calculation Date, then the CMT Rate will be the rate under the caption "Treasury Constant Maturity" for the Index Maturity, as published in H.15(519); or if such rate is not so published prior to 3:00 P.M., New York City time, on the Calculation Date, then the CMT Rate for such Interest Reset Period will be the Treasury Constant Maturity Rate (or other such United States Treasury rate) for the Index Maturity for the CMT Rate Determination Date as may then be published by either the Board of Governors of the Federal Reserve System or the United States Department of the Treasury that the Calculation Agent reasonably determines to be comparable to the rate formerly displayed on the designated CMT Telerate Page and published in H.15(519). If neither of such rates is published by 3:00 P.M., New York City time, on the Calculation Date, then the Calculation Agent will determine the CMT Rate to be a yield to maturity based on the arithmetic mean of the secondary market closing offer side prices, as of approximately 3:30 P.M., New York City time, on the CMT Rate Determination Date reported, according to their written records, by three leading primary United States government securities dealers (each a "reference dealer,") in The City of New York. The Calculation Agent (after consultation with the Company) will select five reference dealers and will eliminate the highest quotation (or, in the event of equality, one of the highest quotations) and the lowest quotation (or, in the event of equality, one of the lowest quotations), for the most recently issued Treasury notes that are direct noncallable fixed rate obligations of the United States with an original maturity of approximately the Index Maturity and a remaining term to maturity of not less than the Index Maturity minus one year. If the Calculation Agent cannot obtain three Treasury note quotations, the Calculation Agent will determine the CMT Rate to be a yield to maturity based on the arithmetic mean of the secondary market offer side prices as of approximately 3:30 P.M., New York City time, on the CMT Rate Determination Date of three reference dealers in New York City (selected using the same method described above) for Treasury notes with an original maturity of the number of years that is the next highest to the Index Maturity and a remaining term to maturity closest to the Index Maturity and in an amount of at least \$100,000,000. If three or four but not five reference dealers are quoting as described above, then the CMT Rate will be based on the arithmetic mean of the offered rates obtained and neither the highest nor the lowest of these quotations will be eliminated. If fewer than three reference dealers selected as aforesaid are quoting offered rates as described above, the CMT Rate for such Interest Reset Period shall be deemed to be the same as the CMT Rate for the immediately preceding Interest Reset Period (or if no such rate was in effect, the interest rate hereon for such Interest Reset Period shall be the Initial Interest Rate).

The "Calculation Date" pertaining to any CMT Rate Determination Date shall be the earlier of (i) the tenth calendar day after such CMT Rate Determination Date or, if such day is not a Business Day, the next succeeding Business Day or (ii) the Business Day preceding the applicable Interest Payment Date or Maturity as the case may be.

#### Determination of Eleventh District Cost of Funds Rate

If the Base Rate specified on the face hereof is the Eleventh District Cost of Funds Rate, this Security shall bear interest for each Interest Reset Period at an interest rate calculated with reference to the Eleventh District Cost of Funds Rate, determined as set forth below, and the Spread or Spread Multiplier, if any, specified on the face hereof.

The Eleventh District Cost of Funds Rate for each Interest Reset Period shall be determined by the Calculation Agent on the Calculation Date (as defined below) and shall be (a) the rate equal to the monthly weighted average cost of funds for the calendar month immediately preceding the month in which the Eleventh District Cost of Funds Rate Determination Date occurs as displayed on the Telerate Page 7058 by 11:00 A.M., San Francisco time, on the Calculation Date for that Eleventh District Cost of Funds Rate Determination Date under the caption "Eleventh District," or (b) if the rate is not displayed on the relevant page by 11:00 A.M., San Francisco time, on the Calculation Date, then the Eleventh District Cost of Funds Rate will be the monthly weighted average cost of funds paid by member institutions, of the Eleventh Federal Home Loan Bank District as announced (the "FHLB Index") by the Federal Home Loan Bank of San Francisco for the calendar month preceding the date of announcement. If no announcement was made relating to the month preceding the Eleventh District Cost of Funds Rate Determination Date, the Eleventh District Cost of Funds Rate for such Interest Reset Period shall be deemed to be the same as the Eleventh District Cost of Funds Rate for the immediately preceding Interest Reset Period (or if no such rate was in effect, the interest rate hereon for such Interest Reset Period shall be the Initial Interest Rate).

"Eleventh District Cost of the Funds Rate Determination Date" means the last working day of the month immediately preceding the applicable Interest Reset Date on which the Federal Home Loan Bank of San Francisco publishes the FHLB Index.

The "Calculation Date" pertaining to any Eleventh District Cost of Funds Rate Determination Date shall be the earlier of (i) the tenth calendar date after such Eleventh District Cost of Funds Rate Determination Date or, if such day is not a Business Day the next succeeding Business Day or (ii) the Business Day preceding the applicable Interest Payment Date or Maturity as the case may be.

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If, as specified on the face hereof, this Security is not an Original Issue Discount Security and is redeemable, this Security is subject to redemption at any time on or after the Redemption Commencement Date specified on the face hereof, as a whole or in part, at the election of the Company, at the applicable redemption price (as described below) plus accrued interest to the date fixed for redemption. Such redemption price shall be the Redemption Percentage of the

principal amount hereof specified on the face hereof for the twelve-month period commencing on the Redemption Commencement Date and shall decline for the twelve-month period commencing on each anniversary of the Redemption Commencement Date by a percentage of principal amount equal to the Annual Redemption Percentage Reduction specified on the face hereof until such redemption price is 100% of the principal amount of this Security to be redeemed.

If, as specified on the face hereof, this Security is an Original Issue Discount Security and is redeemable, this Security is subject to redemption at any time on or after the Redemption Commencement Date specified on the face hereof, as a whole or in part, at the election of the Company at the Amortized Face Amount of this Security as of the date fixed for redemption plus accrued interest, if any, to the date fixed for redemption. The "Amortized Face Amount" of this Security shall be the amount equal to (a) the Issue Price specified on the face hereof multiplied by the face amount hereof plus (b) that portion of the difference between such amount and the face amount hereof that has accrued at the Yield to Maturity specified on the face hereof (computed in accordance with generally accepted United States bond yield computation principles) at the date as of which the Amortized Face Amount is calculated, but in no event shall the Amortized Face Amount of this Security exceed its stated principal amount.

Notice of redemption shall be given by mail to Holders of Securities, not less than 30 days nor more than 60 days prior to the date fixed for redemption, all as provided in the Indenture.

In the event of redemption of this Security in part only, a new Security or Securities of this series, of like tenor of any authorized denomination for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

If, as specified on the face hereof, this Security is not an Original Issue Discount Security and if an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of this Security may be declared due and payable in the manner and with the effect provided in the Indenture.

If, as specified on the face hereof, this Security is an Original Issue Discount Security and if an Event of Default with respect to Securities of this series shall occur and be continuing, the Amortized Face Amount of this Security may be declared due and payable in the manner and with the effect provided in the Indenture. Upon payment (i) of the amount of principal so declared due and payable and (ii) of interest on any overdue principal and overdue interest (in each case to the extent that the payment of such interest shall be legally enforceable), all of the Company's obligations in respect of the payment of the principal of and interest, if any, on this Security shall terminate.

The Indenture contains provisions for defeasance at any time of the Company's obligations in respect of (i) the entire indebtedness of this Security or (ii) certain restrictive covenants with respect to this Security, in each case upon compliance with certain conditions set forth therein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding of each series to be affected and, for certain purposes, without the consent of the Holders of any Securities at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of (and premium, if any) and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or such Holder's attorney duly authorized in writing, and thereupon one or more new Securities of this series, of like tenor and of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$1,000 and any amount in excess thereof which is an integral multiple of \$1,000. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered in the Security Register as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Securities shall be governed by and construed in accordance with the laws of the State of New York, without regard for principles of conflicts of law.

As used herein,

- (1) "Business Day" means any day, other than a Saturday or Sunday, which is (a) not a day on which banking institutions in New York City are authorized or required by law or regulation to remain closed and (b) if the Base Rate specified on the reverse hereof is LIBOR, a London Business Day. "London Business Day" means any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market;
- (2) "Original Issue Discount Security" means any Security which provides for an amount less than the principal amount thereof to be due and payable upon the declaration of acceleration of the Maturity thereof upon the occurrence and continuance of an Event of Default;
- (3) "H.15(519)" means the publication entitled "Statistical Release H.15(519), Selected Interest Rates," or any successor publication, published by the Board of Governors of the Federal Reserve System; and
- (4) "H.15 Daily Update" means the daily update of H.15(519), available through the world wide web site of the Board of Governors of the Federal Reserve System at <http://www.bog.frb.fed.us/releases/h15/update>, or any successor site or publication.

All other terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

As provided in the Indenture, no recourse shall be had for the payment of the principal of or premium, if any, or interest on any Securities, or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement under the Indenture, against, and no personal liability whatsoever shall attach to, or be incurred by, any incorporator, stockholder, officer or director, as such, past, present or future of the Company or of any predecessor or successor corporation (either directly or through the Company or a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that the Indenture and all the Securities are solely corporate obligations and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of the Indenture and the issuance of the Securities.

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated: \_\_\_\_\_

THE CHASE MANHATTAN BANK, as Trustee

By: \_\_\_\_\_  
Authorized Officer

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfer unto

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[Please insert social security or other identifying number of assignee]

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[Please print or typewrite name and address of assignee]

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the within Security of LEGGETT & PLATT, INCORPORATED and does hereby irrevocably constitute and appoint \_\_\_\_\_, Attorney, to transfer said Security on the books of the within-mentioned Company, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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Notice: The signature to this assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatsoever.

LEGGETT & PLATT, INC. AND SUBSIDIARIES  
 COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES  
 (Amounts in million of dollars)

	Nine months ended September 30, 1999	1998	1997	Year ended December 31, 1996      1995      1994		
<b>Earnings</b>						
Income from continuing operations before income taxes	\$ 344.2	\$ 395.6	\$ 333.3	\$ 249.7	\$ 220.6	\$ 196.3
Interest expense (excluding amount capitalized)	30.5	38.5	31.8	30.0	30.4	26.0
Portion of rental expense under operating leases representative of an interest factor	5.0	6.7	6.1	5.5	5.1	4.7
Total earnings	\$ 379.7	\$ 440.8	\$ 371.2	\$ 285.2	\$ 256.1	\$ 227.0
<b>Fixed charges</b>						
Interest expense (including amount capitalized)	\$ 31.2	\$ 39.2	\$ 32.7	\$ 31.0	\$ 31.4	\$ 26.6
Portion of rental expense under operating leases representative of an interest factor	5.0	6.7	6.1	5.5	5.1	4.7
Total fixed charges	\$ 36.2	\$ 45.9	\$ 38.8	\$ 36.5	\$ 36.5	\$ 31.3
Ratio of earnings to fixed charges	10.5	9.6	9.6	7.8	7.0	7.3