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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) November 14, 2017

LEGGETT & PLATT, INCORPORATED
(Exact name of registrant as specified in its charter)

Missouri	**001-07845**	**44-0324630**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

No. 1 Leggett Road, Carthage, MO	**64836**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code 417-358-8131

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On November 14, 2017, Leggett & Platt, Incorporated (the "Company") entered into an Underwriting Agreement (the "Underwriting Agreement") with J.P. Morgan Securities LLC, MUFG Securities Americas Inc., U.S. Bancorp Investments, Inc. and Wells Fargo Securities, LLC, as Representatives of the several underwriters named therein (the "Underwriters"), pursuant to which the Company agreed to issue and sell to the Underwriters $500 million aggregate principal amount of its 3.50% Senior Notes due 2027 (the "Notes"). The public offering price of the Notes was 99.341% of the principal amount. The Company expects net proceeds (before expenses) of $493,455,000 and intends to use the net proceeds from the sale of the Notes for general corporate purposes, which will include the repayment or refinancing of existing indebtedness, including repayment of our commercial paper indebtedness incurred for general corporate purposes and may include $150 million aggregate principal amount of 4.40% Notes due July 1, 2018 at maturity. Before we use the net proceeds for these purposes, we may invest them in short term investments. The Company expects to close the transaction on November 16, 2017.

This offering is being made pursuant to the Company's automatic shelf registration statement on Form S-3 (Registration No. 333-203064) and a related prospectus supplement, each filed with the Securities and Exchange Commission. The Underwriting Agreement is hereby incorporated by reference into the Registration Statement.

The Underwriting Agreement includes customary representations, warranties and covenants by the Company. Under the terms of the Underwriting Agreement, the Company has agreed to indemnify the Underwriters against certain liabilities. The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such document, a copy of which is attached to this Current Report on Form 8-K as Exhibit 1.1.

The Underwriters and/or their affiliates have provided and in the future may provide investment banking, corporate trust, and/or advisory services to the Company and its affiliates from time to time for which they have received and in the future may receive customary fees and expenses and may have entered into and in the future may enter into other transactions with the Company.

Item 8.01 Other Events.

This Current Report is also being filed for the purpose of filing an updated computation of Ratio of Earnings to Fixed Charges as Exhibit 12.1 to the Registration Statement (SEC File No. 333-203064), and such exhibit is hereby incorporated by reference into the Registration Statement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT INDEX

Exhibit No.	Description
1.1	Underwriting Agreement, dated November 14, 2017, among J.P. Morgan Securities LLC, MUFG Securities Americas Inc., U.S. Bancorp Investments, Inc. and Wells Fargo Securities, LLC, as Representatives of the several Underwriters named therein, and Leggett & Platt, Incorporated.
12.1	Computation of Ratio of Earnings to Fixed Charges

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LEGGETT & PLATT, INCORPORATED

Date: November 15, 2017

By: /s/ SCOTT S. DOUGLAS

Scott S. Douglas
Senior Vice President –
General Counsel and Secretary

Exhibit 1.1

LEGGETT & PLATT, INCORPORATED

Debt Securities

Underwriting Agreement

November 14, 2017

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

MUFG Securities Americas Inc.
1221 Avenue of the Americas, 6th Floor
New York, New York 10020

U.S. Bancorp Investments, Inc.
214 N. Tryon St. 26th Floor
Charlotte, NC 28202

and

Wells Fargo Securities, LLC
550 South Tryon Street
Charlotte, NC 28202

As Representatives of the several Underwriters named in Schedule I hereto,

Ladies and Gentlemen:

Leggett & Platt, Incorporated, a Missouri corporation (the "**Company**"), proposes, subject to the terms and conditions stated herein, to issue and sell to the Underwriters named in Schedule I hereto (the "**Underwriters**") certain of its debt securities (the "**Securities**") specified in Schedule II hereto (the "**Designated Securities**"), at the time and place and at the purchase price set forth in Schedule II. Each reference to the "**Representatives**" herein shall be deemed to refer to you. The Representatives on behalf of each of the Underwriters of the Designated Securities pursuant to Section 12 of this Agreement and the address of the Representatives referred to in such Section 12 are set forth at the end of Schedule II hereto.

The terms and rights of any particular issuance of Designated Securities shall be as specified in this Agreement and in or pursuant to the indenture, dated May 6, 2005, between the Company and U.S. Bank National Association, as successor Trustee (the "**Indenture**").

1. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) (i) A registration statement on Form S-3 (File No. 333-203064) (the "**Initial Registration Statement**") in respect of the Securities has been filed with the Securities and Exchange Commission (the "**Commission**"); (ii) the Initial Registration Statement is an "automatic effective registration statement" as defined under Rule 405 of the Securities Act of 1933, as amended (the "**Act**") that has been filed with the Commission not earlier than three years prior to the date hereof; and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act has been received by the Company; (iii) no other document with respect to the Initial Registration Statement or document incorporated by reference therein has heretofore been filed or transmitted for filing with the Commission (other than documents filed in connection with the offering and prospectuses 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 Representatives, or as otherwise permitted by Section 4(a) below); (iv) no stop order suspending the effectiveness of the Initial Registration Statement or any post-effective amendment thereto has been issued and no proceeding for that purpose or pursuant to Section 8A of the Act against the Company or related to the offering has been initiated or threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) under the Act, is hereinafter called a "**Preliminary Prospectus**"); (v) the various parts of the Initial Registration Statement and any post-effective amendment thereto including all exhibits thereto and the documents incorporated by reference in the prospectus contained in the Initial Registration Statement at the time such part of the Initial Registration Statement became effective but excluding Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 (the "**Form T-1**"), each as amended at the time such part of the Initial Registration Statement became effective, are hereinafter collectively called the "**Registration Statement**"; (vi) the prospectus relating to the Designated 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 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 by reference in such Preliminary Prospectus or Prospectus, as the case may be; (ix) any reference to any amendment to the Initial Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Sections 13(a) or 15(d) of the Exchange Act after the effective date of the Initial

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 the Prospectus as amended or supplemented in relation to the applicable Designated Securities in the form in which it is filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 4(a) hereof, including any documents incorporated by reference therein as of the date of such filing);

(b) At or prior to the time when sales of the Designated Securities were first made (the "**Time of Sale**"), the Company had prepared the following information (collectively, the "**Time of Sale Information**"): a Preliminary Prospectus dated November 14, 2017 and each "free-writing prospectus" (as defined pursuant to Rule 405 under the Act) listed on Schedule III hereto. The Time of Sale Information, at the Time of Sale did not, and at the Closing Date (as defined below) will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with the Underwriter Information as defined in Section 8(a) below or to that part of the Registration Statement that constitutes the Form T-1. No statement of material fact included in the Prospectus has been omitted from the Time of Sale Information and no statement of material fact included in the Time of Sale Information that is required to be included in the Prospectus has been omitted therefrom;

(c) The documents incorporated by reference in the Prospectus or the Time of Sale Information, 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 or the Time of Sale Information, 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; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information as defined in Section 8(a) below or to that part of the Registration Statement that constitutes the Form T-1;

(d) The Registration Statement, the Time of Sale Information 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 and at the Closing 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 the Underwriter Information as defined in Section 8(a) below or to that part of the Registration Statement that constitutes the Form T-1;

(e) Other than the Preliminary Prospectus, the Prospectus, and the Time of Sale Information, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Act) that constitutes an offer to sell or solicitation of an offer to buy the Designated Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clauses (i), (ii) or (iii) below) an "**Issuer Free Writing Prospectus**") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Act or Rule 134 under the Act, ii) the Preliminary Prospectus, (iii) the Prospectus, (iv) any electronic road show or other written communications or (v) the documents listed on Schedule III hereto and other written communications approved in writing in advance by the Representatives. Each such Issuer Free Writing Prospectus complied in all material respects with the Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Act (to the extent required thereby) and, when taken together with the Preliminary Prospectus filed prior to the first use of such Issuer Free Writing Prospectus, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with any Underwriter Information as defined in Section 8(a) below;

(f) The investor presentation dated as of November 10, 2017 ("the **Investor Presentation**"), as of its date, did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(g) 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 Designated 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;

(h) The issuance and sale of the Designated Securities have been duly authorized by the Company and, when Designated 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 Designated 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;

(i) This Agreement has been duly authorized, executed and delivered by the Company;

(j) 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;

(k) The Company and its subsidiaries have not sustained since the date of the latest 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 or Time of Sale Information; 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 or the Time of Sale Information;

(l) The financial statements and the related notes thereto included or incorporated by reference in the Registration Statement, the Time of Sale Information and Prospectus comply in all material respects with the applicable requirements of the Act and the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and present fairly in all material respects the financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods covered thereby except as set forth in the notes thereto, and the supporting schedules included or incorporated by reference in the Registration Statement present fairly in all material respects the information required to be stated therein; and the other financial information included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus has been derived from the accounting records of the Company and its subsidiaries and presents fairly in all material respects the information shown thereby;

(m) (i) The issue and sale of the Designated Securities, the compliance by the Company with all of the provisions of the Securities, the Indenture and this Agreement, and the consummation by the Company 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 material 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 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 issue and sale of the Securities or the consummation by the Company of the transactions contemplated by this Agreement or the Indenture; except (x) in the case of subclauses (A) and (B)(2) of clause (i) and clause (ii) above, for any such breach, violation or default that, or for any such consent, approval, authorization, order, registration or qualification as to which the failure to obtain, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (as hereinafter defined); (y) in the case of subclause (B)(2) of clause (i) or clause (ii) above, (1) for any such violation or any such consent, approval, authorization, order, registration or qualification that may arise or be required under applicable state or foreign securities or Blue Sky laws or rules or statutes in connection with the purchase and distribution of the Designated Securities by the Underwriters or (2) as described in the Registration Statement, the Time of Sale Information and the Prospectus; and (z) in the case of clause (ii) above, such as have been, or will have been prior to the Time of Delivery (as hereinafter defined), obtained under the Act and the Trust Indenture Act;

(n) Neither the Company nor any of its subsidiaries is (i) in violation of its charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, reasonably be expected have a material adverse effect on the business, properties, management, financial position, results of operations or prospects of the Company and its subsidiaries taken as a whole or on the performance by the Company of its obligations under the Designated Securities (a "**Material Adverse Effect**");

(o) Other than as set forth in the Prospectus or the Time of Sale Information, 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; and, to the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(p) The Company maintains an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) under the Exchange Act) that is designed to provide reasonable assurance that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures in all material respects as required by Rule 13a-15 under the Exchange Act;

(q) The Company maintains a system of "internal control over financial reporting" (as defined in Rule 13a-15(f) under the Exchange Act) that complies in all material respects with the requirements of the Exchange Act and has been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, including, but not limited to internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted

accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus has been prepared in accordance with the Commission's published rules, regulations and guidelines applicable thereto. Except as disclosed in the Registration Statement, the Time of Sale Information and the Prospectus, there are no material weaknesses in the Company's internal controls;

(r) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency of a jurisdiction where the Company or any of its subsidiaries conducts business (collectively, the "**Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(s) Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company, any director, officer, employee, agent, affiliate or other person acting on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person")(collectively, "**Sanctions**"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions, including, without limitation, the Crimea region of the Ukraine, Cuba, Iran, North Korea, Sudan and Syria (each, a "**Sanctioned Country**"); and the Company will not directly or indirectly use the proceeds of the offering of the Designated Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund business with any person that, at the time of such funding, is the subject or the target of Sanctions in violation of applicable law, (ii) to fund business that, at the time of such funding, is in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(t) Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company, any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment. The Company and its subsidiaries have instituted, maintain and enforce, and will continue to maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws;

(u) The Company is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "**Investment Company Act**");

(v) The Company is not an ineligible issuer and is a well-known seasoned issuer, in each case as defined under the Act, in each case at the times specified in the Act in connection with the offering of the Designated Securities.

2. (a) The Company agrees to issue and sell the Designated Securities to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the respective principal amount of Designated Securities set forth opposite such Underwriter's name in Schedule 1 hereto at a price set forth on Schedule II. The Company will not be obligated to deliver any of the Designated Securities except upon payment for all the Designated Securities to be purchased as provided herein.

(b) The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of the Designated Securities (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

3. (a) Payment for and delivery of the Designated Securities will be made at the location set forth on Schedule II at 10 A.M., New York City time, on November 16, 2017, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representatives and the Company may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "**Closing Date**."

(b) Payment for the Designated Securities shall be made by wire transfer in immediately available funds to the account(s) specified by the Company to the Representatives against delivery to the nominee of The Depository Trust Company, for the account of the Underwriters, of one or more global notes representing the Designated Securities (collectively, the "**Global Note**"), with any transfer taxes payable in connection with the sale of the Designated Securities duly paid by the Company. The Global Note will be made available for inspection by the Representatives not later than 1:00 P.M., New York City time, on the business day prior to the Closing Date, such time and date of purchase and delivery being herein called the "**Time of Delivery**" for such Designated Securities.

4. The Company agrees with each of the Underwriters of any Designated Securities:

(a) (i) To prepare the Prospectus as amended or supplemented in relation to the applicable Designated Securities in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement or, if applicable, such earlier time as may be required by Rule 424(b); (ii) before making, preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement or the Prospectus as amended or supplemented upon or after the date of this Agreement and prior to the Time of Delivery, the Company will furnish to the Representatives and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not make, prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives reasonably object unless, in the case of a filing, the Company is required by law to make such filing; (iii) to advise the Representatives promptly of any such amendment or supplement after such Time of Delivery and furnish the Representatives with copies thereof; (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 Designated Securities by the Underwriters, and during such same period to advise the Representatives, 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 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 Designated Securities, of the suspension of the qualification of the Designated 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 prospectus relating to the Designated Securities or suspending any such qualification, to promptly use its reasonable best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as the Representatives may reasonably request to qualify the Designated Securities for offering and sale under the securities laws of such jurisdictions in the United States as the Representatives may request (and in such foreign jurisdictions as the Company and the Representatives may agree) and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution or sale of the Designated Securities by the Underwriters, *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 the Underwriters with copies of the Prospectus in New York City as amended or supplemented in such quantities as the Representatives may reasonably request, and, if the delivery of a prospectus is required at any time in connection with the offering or sale of the Designated Securities by the Underwriters 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 the Representatives and upon their request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many copies as the Representatives may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance;

(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); it being understood, for the avoidance of doubt, that the Company may satisfy the requirement set forth in this paragraph (d) through compliance with the requirements set forth in Rule 158(b); and

(e) From the date of this Agreement and continuing to and including the termination of trading restrictions for such Designated Securities, as notified to the Company by the Representatives (but in no event later than the date that is 15 days after the date hereof), not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Company which mature more than one year after such Time of Delivery and which are substantially similar to such Designated Securities, without the prior written consent of the Representatives; *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 such Designated Securities.

5. Each Underwriter hereby represents and agrees that it has not and will not use, authorize use of, refer to, or participate in the planning for use of, any "free writing prospectus", as defined in Rule 405 under the Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that, solely as a result of use by such Underwriter, would not trigger an obligation to file such free writing prospectus with the Commission pursuant to Rule 433, (ii) any Issuer Free Writing Prospectus listed on Schedule III or prepared pursuant to Section 1(e) above or (iii) any free writing prospectus prepared by such Underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an "**Underwriter Free Writing Prospectus**"). Notwithstanding the foregoing, the Underwriters may use a term sheet substantially in the form of Annex A hereto without the consent of the Company.

6. The Company covenants and agrees with the several Underwriters 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 Designated 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, any Issuer Free Writing Prospectus and any amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing, producing or reproducing any Agreement among Underwriters, this 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 Designated Securities; (iii) all expenses in connection with the qualification of the Designated 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 Underwriters in connection with such qualification and in connection with the Blue Sky and Legal Investment Surveys; (iv) any fees charged by securities rating services for rating the

Designated Securities; (v) any filing fees incident to, and the reasonable fees and disbursements of counsel for the Underwriters in connection with, any required review by Financial Industry Regulatory Authority, Inc. of the terms of the sale of the Designated Securities; (vi) the cost of preparing the Designated Securities; (vii) the fees and expenses of any Trustee and any agent of any Trustee and 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 Designated Securities; and (viii) all other costs and expenses incident to the performance of its obligations hereunder that are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, and Sections 8 and 11 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Designated Securities by them, and any advertising expenses connected with any offers they may make.

7. The obligations of the Underwriters of any Designated Securities under this Agreement relating to such Designated Securities shall be subject, in the discretion of the Representatives, to the condition that all representations and warranties and other statements of the Company in this Agreement are, at and as of the Time of Delivery for such Designated Securities, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) (i) The Prospectus as amended or supplemented in relation to the applicable Designated 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 or any part thereof 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 Representatives' reasonable satisfaction;

(b) Counsel for the Underwriters shall have furnished to the Representatives such written opinion or opinions, dated the Time of Delivery for such Designated Securities as the Representatives may reasonably request (including the penultimate paragraph of subsection (c) below), and 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 the Representatives, shall have furnished to the Representatives a letter containing their written opinions, dated the Time of Delivery for such Designated Securities, in form and substance reasonably satisfactory to the Representatives, 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 as amended or supplemented;

(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 as amended or supplemented) 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); provided that such counsel may omit this paragraph (ii) if no subsidiary constitutes a Significant Subsidiary as of date of the latest financial statements included or incorporated by reference in the Prospectus as amended or supplemented;

(iii) the Company's authorized equity capitalization is as set forth in the Prospectus as amended or supplemented and the Time of Sale Information; the Designated Securities conform in all material respects to the description thereof contained in the Prospectus as amended or supplemented and the Time of Sale Information;

(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) the Designated Securities have been duly authorized and established in conformity with the Indenture, and when executed,

authenticated and issued in accordance with the Indenture and delivered against payment therefor as contemplated by this Agreement, such Designated Securities will constitute legal, valid and binding obligations of the Company entitled to the benefits of the Indenture, and enforceable in accordance with their 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;

(vi) to the 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 as amended or supplemented and in the Time of Sale Information, and there is no franchise, contract or other document of a character required to be described in the Registration Statement or Prospectus as amended or supplemented, or to be filed as an exhibit, that is not described or filed as required; and the statements included or incorporated in the Prospectus as amended or supplemented describing any legal proceedings or material contracts or agreements relating to the Company fairly summarize in all material respects such matters to the extent required by law;

(vii) the Registration Statement became effective under the Act upon filing; 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 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 as amended or supplemented (other than the financial statements, related financial statement schedules and other financial, statistical and accounting information and Underwriter Information (as defined in Section 8(a) below) relating to and furnished by the Underwriters contained therein or omitted therefrom, and except for the part of the Registration Statement that constitutes the Form T-1, 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 has 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 issue and sale of the Designated

Securities or the consummation of the transactions contemplated herein, except (1) such as may arise or be required under applicable state or foreign securities or Blue Sky laws or rules or statutes in connection with the purchase and distribution of the Designated Securities by the Underwriters, (2) as described in the Registration Statement, the Time of Sale Information and the Prospectus or (3) as may be required as a result of the legal or regulatory status of any person (other than the Company or its subsidiaries) because of any other facts specifically pertaining to such person or (4) such as have been, or will have been prior to the Time of Delivery, obtained under the Act and the Trust Indenture Act;

(x) neither the execution and delivery by the Company of the Indenture, the issue and sale of the Designated 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 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 material 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, except in the case of (B), (C) and (D) above, for (1) any such breach, violation or default that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (as hereinafter defined) and (2) for any such violation that may arise under applicable state or foreign securities or Blue Sky laws or rules or statutes in connection with the purchase and distribution of the Designated Securities by the Underwriters;

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

(xii) the Company is not an “investment company” within the meaning of the Investment Company Act of 1940, as amended;

Such letter (or separate letter) shall also state that, with the exception of the statements contained in Section 7(c)(vi) above, although such counsel is not passing upon and does not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Prospectus or the Time of Sale Information, and has not conducted an independent investigation or verification thereof, on the basis of the information which was developed in the course of preparation of the Registration Statement, Prospectus and Time of Sale Information, considered in light of such counsel’s understanding of applicable law and the experience such counsel has gained

through such counsel's practice thereunder, such counsel shall advise the Underwriters that nothing has come to such counsel's attention that causes such counsel to believe that, as of its effective date, the Registration Statement (other than the financial statements, related financial statement schedules and other financial, statistical and accounting information and Underwriter Information (as defined in Section 8(a) below) contained or incorporated therein or omitted therefrom, and except for the part of the Registration Statement that constitutes the Form T-1, 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, that the Time of Sale Information, at the Time of Sale, contains 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 or that the Prospectus as amended or supplemented (other than the financial statements, related schedules and other financial, statistical and accounting information and Underwriter Information (as defined in Section 8(a) below) furnished by the Underwriters as of its date and at the Closing Date contained or incorporated 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 Representatives 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) On the date of this Agreement at a time prior to the execution of this Agreement with respect to such Designated Securities and at the Time of Delivery for such Designated Securities, the independent accountants of the Company who have certified the financial statements of the Company and its subsidiaries included or incorporated by reference in the Registration Statement shall have furnished to the Representatives a letter, dated the date of this Agreement, and a letter dated such Time of Delivery, respectively, and with respect to such letter dated such Time of Delivery, as to such other matters as the Representatives may reasonably request and in form and substance reasonably satisfactory to the Representatives and the independent accountants of the Company;

(e) (i) The Company and its subsidiaries shall not have sustained since the date of the latest financial statements included or incorporated by reference in the Prospectus as amended or supplemented prior to the date of this Agreement 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 Time of Sale Information or the Prospectus as amended or supplemented prior to the date of this Agreement, and (ii) since the respective dates as of which information is given in the Prospectus as amended or supplemented prior to the date of this Agreement 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 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 Time of Sale Information or the Prospectus as amended or supplemented prior to the date of this Agreement, the effect of which, in any such case described in Clause (i) or (ii), is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Designated Securities on the terms and in the manner contemplated in the Prospectus on the date hereof relating to the Designated Securities;

(f) On or after the date of this Agreement (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 in Section 3(a)(62) of the Exchange 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 of this Agreement 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 or the over-the-counter market; (ii) a suspension or material limitation in trading in the Company's securities on the New York Stock Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities; (iv) a material disruption in commercial banking or securities settlement or clearance services in the United States; or (v) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, or other crisis or calamity either within or outside the United States, if the effect on financial markets of any event specified in Clause (iv) or (v) in the judgment of the Representatives is material and adverse and makes it impracticable or inadvisable to proceed with the public offering, sale or delivery of the Designated Securities on the terms and in the manner contemplated in the Time of Sale Information or Prospectus on the date hereof relating to the Designated Securities;

(h) The Company shall have complied with the provisions of Section 4(c) hereof with respect to the furnishing of prospectuses; and

(i) The Company shall have furnished or caused to be furnished to the Representatives at the Time of Delivery for the Designated Securities a certificate of an officer of the Company in such form and executed by such officers of the Company as shall be reasonably satisfactory to the Representatives, as to the accuracy of the representations and warranties of the Company herein at and as of such Time of Delivery, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the following matters and as to such other matters as the Representatives may reasonably request:

(a) The Prospectus as amended or supplemented in relation to the applicable Designated Securities has been filed with the Commission pursuant to Rule 424(b) 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 or any part thereof 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; and

(b) The Company and its subsidiaries have not sustained since the date of the latest financial statements included or incorporated by reference in the Prospectus as amended or supplemented prior to the date of this Agreement 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 Time of Sale Information or Prospectus as amended or supplemented prior to the date of this Agreement, and (ii) since the respective dates as of which information is given in the Prospectus as amended or supplemented prior to the date of this Agreement 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 Time of Sale Information or Prospectus as amended or supplemented prior to the date of this Agreement.

8. (a) The Company will indemnify and hold harmless each Underwriter and its officers, directors and employees against any losses, claims, damages or liabilities, joint or several, to which any such Underwriter, officer, director or employee 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, any Issuer Free Writing Prospectus, the Investor Presentation, the Time of Sale Information, 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 each Underwriter for any legal or other expenses reasonably incurred by such Underwriter 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 Time of Sale Information, 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 the information listed on Schedule IV hereto (the "**Underwriter Information**").

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company and its officers, directors and employees against any losses, claims, damages or liabilities to which the Company or any such officer, director or employee 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, any Issuer Free Writing Prospectus, the Investor Presentation, the Time of Sale Information, 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, any Issuer Free Writing Prospectus, the Investor Presentation, the Time of Sale Information, 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 the Underwriter Information; 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 this Section 8 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 8 is unavailable to 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 the Underwriters of the Designated Securities on the other from the offering of the Designated 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 the Underwriters of the Designated Securities 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 such Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from such offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by such Underwriters (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 such Underwriters 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 the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by *pro rata* allocation (even if the Underwriters 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), no Underwriter shall be required to contribute any amount in excess of the amount by which the total public offering price at which the applicable Designated Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter 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 the Underwriters of Designated Securities in this subsection (d) to contribute are several in proportion to their respective underwriting obligations with respect to such Securities and not joint.

(e) The obligations of the Company under this Section 8 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 Underwriter within the meaning of the Act; and the obligations of the Underwriters under this Section 8 shall be in addition to any liability which the respective Underwriters 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.

9. (a) If any Underwriter shall default in its obligation to purchase the Designated Securities which it has agreed to purchase under this Agreement, the Representatives may in their discretion arrange for themselves or another party or other parties to purchase such Designated Securities of such defaulting Underwriter or Underwriters on the terms contained herein. If within thirty-six hours after such default by any Underwriter the Representatives do not arrange for the purchase of such Designated Securities of such defaulting Underwriter or Underwriters, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to the Representatives to purchase such Designated Securities on such terms. In the event that, within the respective prescribed period, the Representatives notify the Company that they have so arranged for the purchase of such Designated Securities, or the Company notifies the Representatives that it has so arranged for the purchase of such Designated Securities, the Representatives or the Company shall have the right to postpone the Time of Delivery for such Designated Securities for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus as amended or supplemented, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the

Prospectus which in the opinion of the Representatives may thereby be made necessary. The term "**Underwriter**" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement.

(b) If, after giving effect to any arrangements for the purchase of the Designated Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of such Designated Securities which remains unpurchased does not exceed one-eleventh of the aggregate principal amount of the Designated Securities, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Designated Securities which such Underwriter agreed to purchase under this Agreement and, in addition, to require each non-defaulting Underwriter to purchase its *pro rata* share (based on the principal amount of Designated Securities which such Underwriter agreed to purchase under this Agreement) of the Designated Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Designated Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of Designated Securities which remains unpurchased exceeds one-eleventh of the aggregate principal amount of the Designated Securities, as referred to in subsection (b) above, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Designated Securities of a defaulting Underwriter or Underwriters, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 6 hereof and the indemnity and contribution agreements in Section 8 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

10. The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, 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 Underwriter or any controlling person of any Underwriter, or the Company, or any officer or director or any controlling person of the Company, and shall survive delivery of and payment for the Securities.

11. If this Agreement shall be terminated pursuant to Sections 7(f), 7(g) or 9 hereof, the Company shall not then be under any liability to any Underwriter with respect to the Designated Securities except as provided in Sections 6 and 8 hereof; but, if for any other reason Designated Securities are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through the Representatives for all out-of-pocket expenses approved in writing by the Representatives, including reasonable fees and disbursements of counsel, reasonably

incurred by the Underwriters in making preparations for the purchase, sale and delivery of such Designated Securities, but the Company shall then be under no further liability to any Underwriter with respect to such Designated Securities except as provided in Sections 6 and 8 hereof.

12. In all dealings hereunder, the Representatives of the Underwriters of Designated Securities shall act on behalf of each of such Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by such Representatives jointly or by such of the Representatives, if any, as are designated for such purpose in this Agreement.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Representatives at the addresses and telephone numbers listed in Schedule II; and if to the Company shall be delivered or sent by 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); *provided*, *however*, that any notice to an Underwriter pursuant to Section 8(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by you upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

13. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 8 and 10 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

14. Time shall be of the essence of this Agreement. As used herein, "**business day**" shall mean any day when the Commission's office in Washington, D.C. is open for business. "**New York 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.

15. This 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.

16. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

17. Each of the Company and the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

18. This 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 deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof.

Very truly yours,

Leggett & Platt, Incorporated

By

/s/ MATTHEW C. FLANIGAN
Name: Matthew C. Flanigan
Title: Executive Vice President and Chief Financial Officer

By

/s/ SHERI L. MOSSBECK
Name: Sheri L. Mossbeck
Title: Senior Vice President and Treasurer

Accepted as of the date hereof:

J.P. Morgan Securities LLC

By

/s/ SOM BHATTACHARYYA
Name: Som Bhattacharyya
Title: Executive Director

MUFG Securities Americas Inc.

By

/s/ RICHARD TESTA
Name: Richard Testa
Title: Managing Director

U.S. Bancorp Investments, Inc.

By

/s/ BRENT KREISSL
Name: Brent Kreissl
Title: Managing Director

Wells Fargo Securities, LLC

By

/s/ CAROLYN HURLEY

Name: Carolyn Hurley
Title: Director

On behalf of each of the Underwriters

[Signature Page to Leggett & Platt, Incorporated Underwriting Agreement]

SCHEDULE I

Underwriter	Principal Amount of Designated Securities to be Purchased
J.P. Morgan Securities LLC	$100,000,000
MUFG Securities Americas Inc.	$ 67,500,000
U.S. Bancorp Investments, Inc.	$ 90,000,000
Wells Fargo Securities, LLC	$ 90,000,000
SunTrust Robinson Humphrey, Inc.	$ 45,000,000
PNC Capital Markets LLC	$ 17,500,000
BMO Capital Markets Corp.	$ 15,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$ 15,000,000
BB&T Capital Markets, a division of BB&T Securities, LLC	$ 12,500,000
BBVA Securities Inc.	$ 12,500,000
Citizens Capital Markets, Inc.	$ 12,500,000
TD Securities (USA) LLC	$ 12,500,000
The Williams Capital Group, L.P.	$ 10,000,000
Total	$500,000,000

SCHEDULE II

Title of Designated Securities:

3.50% Senior Notes Due 2027

CUSIP/ISIN:

524660AY3/US524660AY34

Aggregate principal amount:

$500,000,000

Price to Public:

99.341% of the principal amount of the Designated Securities, plus accrued interest, if any, from November 16, 2017

Purchase Price by Underwriters:

98.691% of the principal amount of the Designated Securities, plus accrued interest, if any, from November 16, 2017

Form of Designated Securities:

Book-entry only form represented by one or more global securities

Specified funds for payment of purchase price:

Federal (same day) funds

Time of Delivery:

10 a.m. (New York City time), November 16, 2017

Indenture:

Indenture dated as of May 6, 2005, between the Company and U.S. Bank National Association, as successor Trustee

Maturity:

November 15, 2027

Interest Rate:

3.50%

Interest Payment Dates:

May 15 and November 15

Covenant and Redemption Provisions:

As described in the Preliminary Prospectus dated November 14, 2017 relating to the Designated Securities and the free writing prospectus dated November 14, 2017 relating to the Designated Securities substantially in the form of Annex A

Sinking Fund Provisions:

No sinking fund provisions

Defeasance provisions:

As described in Article XV of the Indenture and as described in the Preliminary Prospectus dated November 14, 2017 relating to the Designated Securities

Closing location for delivery of Designated Securities:

The offices of
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, New York 10019

Additional Closing Conditions:

As described in the Underwriting Agreement

Names and addresses of Representatives:

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

MUFG Securities Americas Inc.
1221 Avenue of the Americas, 6th Floor
New York, New York 10020

U.S. Bancorp Investments, Inc.
214 N. Tryon St. 26th Floor
Charlotte, NC 28202

Wells Fargo Securities, LLC
550 South Tryon Street
Charlotte, NC 28202

Address for Notices, etc.:

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
Attention: Investment Grade Syndicate Desk- 3rd floor
Facsimile No.: (212) 834-6170

MUFG Securities Americas Inc.
1221 Avenue of the Americas, 6th Floor
New York, New York 10020
Attention: Capital Markets Group
Facsimile No.: (646) 434-3455

U.S. Bancorp Investments, Inc.
214 N. Tryon St. 26th Floor
Charlotte, NC 28202
Attention: Credit Fixed Income
Facsimile: 877-774-3462

Wells Fargo Securities, LLC
550 South Tryon Street, 5th Floor
Charlotte, NC 28202
Attention: Transaction Management
Facsimile: (704) 410-0326

Other Terms:

As described in the Preliminary Prospectus dated November 14, 2017 relating to the Designated Securities and the free writing prospectus dated November 14, 2017 relating to the Designated Securities substantially in the form of Annex A

The following selling restrictions apply to the offer and sale of the Designated Securities:

(a) In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") no offer has been made and will not in the future be made of Designated Securities which are the subject of the offering contemplated by the Prospectus to the public in that Relevant Member State other than:

(i) to any legal entity that is a qualified investor as defined in the Prospectus Directive;

(ii) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the underwriters for any such offer; or

(iii) in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of Designated Securities shall require the Company or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Designated Securities to the public" in relation to any Designated Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Designated Securities to be offered so as to enable an investor to decide to purchase or subscribe for Designated Securities, as the expression may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression "Prospectus Directive" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU and including any relevant implementing measure in each Relevant Member State).

Each Underwriter has also represented and agreed it has not and will not in the future take any steps which would render the above statement to be incorrect.

(b) Each of the Underwriters has represented and agreed and undertaken that:

(i) it has only communicated, or caused to be communicated, and will only communicate, or cause to be communicated, an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) received by it in connection with the issue or sale of the Designated Securities in circumstances in which Section 21(1) of the FSMA is complied with or does not apply to the Company; and

(ii) it has complied, and will comply, with all applicable provisions of the FSMA with respect to anything done by it in relation to the Designated Securities, in, from or otherwise involving the United Kingdom.

SCHEDULE III

1. Free writing prospectus containing the terms of the Securities, substantially in the form of Annex A.

SCHEDULE IV

1. The following information in the "Underwriting" section of the Preliminary Prospectus dated November 14, 2017:

   a. The information contained in the list of Underwriters in the first paragraph.

   b. The second, third, fourth and fifth sentences of the second paragraph on page S-22.

   c. The following sentences in the fourth paragraph on page S-22 (carryover paragraph):

      i. The underwriters have advised us that they intend to make a market in the notes, but they are not obligated to do so. The underwriters may discontinue any market making in the notes at any time in their sole discretion.

   d. The fifth and sixth paragraphs on page S-23.

   e. The third, fourth, fifth, sixth and seventh sentences of the paragraph above the heading "Notice to Prospective Investors in Canada".

Annex A

Issuer Free Writing Prospectus
Filed Pursuant to Rule 433
Registration Number 333-203064

Supplementing the Preliminary
Prospectus Supplement dated
November 14, 2017 and the Prospectus
Dated March 27, 2015

$500,000,000
3.50% Senior Notes Due 2027
Leggett & Platt, Incorporated
November 14, 2017
Pricing Term Sheet

This pricing term sheet supplements the preliminary prospectus supplement filed by Leggett & Platt on November 14, 2017 relating to its Prospectus dated March 27, 2015.

Issuer	Leggett & Platt, Incorporated
Format	SEC Registered
Principal Amount	$500,000,000
Trade Date	November 14, 2017
Settlement Date	November 16, 2017 (T+2)
Maturity	November 15, 2027
Interest Payment Dates	May 15 and November 15 commencing on May 15, 2018
Benchmark Treasury	2.250% due November 15, 2027
Benchmark Treasury Yield	2.379%
Spread to Benchmark Treasury	T +120 bps
Yield to Maturity	3.579%
Coupon	3.50%
Price to Public	99.341% of the principal amount
Underwriting Discount	0.650%
Price to Issuer	98.691%
Optional Redemption:	Prior to August 15, 2027, T + 20 bps On or after August 15, 2027 at par
CUSIP/ISIN	524660AY3/US524660AY34
Joint Book-Running Managers	J.P. Morgan Securities LLC MUFG Securities Americas Inc. U.S. Bancorp Investments, Inc. Wells Fargo Securities, LLC SunTrust Robinson Humphrey, Inc.
Co-Managers	PNC Capital Markets LLC BMO Capital Markets Corp. Merrill Lynch, Pierce, Fenner & Smith Incorporated BB&T Capital Markets, a division of BB&T Securities, LLC BBVA Securities Inc. Citizens Capital Markets, Inc. TD Securities (USA) LLC The Williams Capital Group, L.P.

Pro Forma Ratio of Earnings to Fixed Charges	Nine months ended September 30, 2017	Year ended December 31, 2016
Pro forma ratio of earnings to fixed charges	7.0	7.8

*** Note: Security ratings reflect the views of the rating agency only. An explanation of the significance of these ratings may be obtained from the rating agency. Such ratings are not a recommendation to buy, sell or hold securities, but rather an indication of creditworthiness. Any rating can be revised upward or downward or withdrawn at any time by a rating agency if it decides that the circumstances warrant the change. Each rating should be evaluated independently of any other rating.**

The issuer has filed a registration statement (including a preliminary prospectus supplement and accompanying prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the preliminary prospectus supplement for this offering, the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC website at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus supplement and accompanying prospectus if you request it by calling J.P. Morgan Securities LLC collect 212-834-4533, MUFG Securities Americas Inc. toll free at 877-649-6848, U.S. Bancorp Investments, Inc. toll-free at 877-558-2607, or Wells Fargo Securities, LLC toll-free at 800-645-3751.

Exhibit 12.1

Leggett & Platt, Incorporated and Subsidiaries
Computation of Ratio of Earnings to Fixed Charges
(Amounts in millions of dollars)

	Nine Months Ended September 30,		Twelve Months Ended December 31,				
	2017	2016	2016	2015	2014	2013	2012
Earnings:							
Pre-tax income from continuing operations including equity-method investment earnings (a)	$321.4	$377.1	$487.1	$449.8	$295.5	$237.6	$287.5
Add:							
Interest expense and amortization of interest rate swaps and debt discount and premium on all indebtedness (including amount capitalized)	31.4	29.4	39.4	41.8	42.3	45.2	44.0
Portion of rental expense under operating leases representative of an interest factor (b)	14.0	14.3	17.1	17.3	17.0	16.5	16.0
Amortization of capitalized interest	.8	.8	.8	1.0	1.0	.9	.9
Less:							
Equity-method investment (earnings) loss	(.3)	(.3)	(.5)	(.4)	(.3)	(.5)	(.6)
Interest capitalized	(.2)	(.5)	(.6)	(.7)	(.5)	(.5)	(.6)
Total Earnings (c)	$367.1	$420.8	$543.3	$508.8	$355.0	$299.2	$347.2
Fixed Charges:							
Interest expense and amortization of interest rate swaps and debt discount and premium on all indebtedness	$ 31.2	$ 28.9	$ 38.8	$ 41.1	$ 41.8	$ 44.7	$ 43.4
Interest capitalized	.2	.5	.6	.7	.5	.5	.6
Portion of rental expense under operating leases representative of an interest factor (b)	14.0	14.3	17.1	17.3	17.0	16.5	16.0
Total Fixed Charges	$ 45.4	$ 43.7	$ 56.5	$ 59.1	$ 59.3	$ 61.7	$ 60.0
Ratio of Earnings to Fixed Charges	8.1	9.6	9.6	8.6	6.0	4.8	5.8
Pro Forma Ratio of Earnings to Fixed Charges (d)	7.0		7.8				

(a) 2012 and 2013 amounts have been retrospectively adjusted to reflect the reclassification of certain operations to discontinued operations.
(b) Estimated portion of rent expense representing interest.
(c) Earnings consist principally of income from continuing operations before income taxes, plus fixed charges less capitalized interest. Fixed charges consist principally of interest costs.
(d) Pro forma ratio of earnings to fixed charges for the periods indicated were computed assuming that the average outstanding commercial paper at year-end 2016 and third quarter of 2017 was refinanced as of January 4, 2016 and January 2, 2017, respectively, using proceeds from the Company's 3.50% Senior Notes due 2027.