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As filed with the Securities and Exchange Commission on May 5, 2000

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-3

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

HERMAN MILLER, INC.

(Exact Name of Registrant as Specified in Its Charter)

---

855 East Main Avenue

Zeeland, Michigan 49464-0302

(616) 654-3000

(Address, Including Zip Code, and Telephone Number,

Including Area Code, of Registrant's Principal Executive Offices)

James E. Christenson

Herman Miller, Inc.

855 East Main Avenue

Zeeland, Michigan 49464-0302

(616) 654-3000

(Name, Address, Including Zip Code, and Telephone Number,

Including Area Code, of Agent for Service)

Copy to:

Michael G. Wooldridge

Varnum, Riddering, Schmidt & Howlett LLP

Suite 1700, 333 Bridge Street, N.W.

Grand Rapids, Michigan 49504

(616) 336-6000

Fax (616) 336-7000

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

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Michigan (State or Other Jurisdiction of Incorporation or Organization)	**38-0837640** (I.R.S. Employer Identification No.)

Title of Each Class of Securities to be Registered	**Amount to be Registered(1)**	**Proposed Maximum Aggregate Price Per Unit(1)(2)**	**Proposed Maximum Aggregate Offering Price(1)(2)**	**Amount of Registration Fee**
Debt Securities	$300,000,000	100%	$300,000,000	$79,200

Herman Miller, Inc. ("HMI") hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until HMI shall file a further amendment which specifically states that this

registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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(1) Such indeterminate principal amount of debt securities as may at various times be issued at indeterminate prices.
(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457. The aggregate public offering price of the securities registered hereby will not exceed $300,000,000.

PROSPECTUS (Issued May 5, 2000, Subject to Completion)

$300,000,000

Herman Miller, Inc.

Debt Securities

HMI may offer debt securities from time to time. The specific terms of the debt securities offered will be included in a supplement to this prospectus. The prospectus supplement will also describe the manner in which the debt securities will be offered.

We urge you to read this prospectus and the accompanying prospectus supplement which will describe the specific terms of the debt securities carefully before you make your investment decision.

The Securities and Exchange Commission and state securities regulators have not approved or disapproved these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

This prospectus may not be used to sell securities unless accompanied by a prospectus supplement.

The date of this prospectus is

, 2000

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. The prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

You should rely only on the information contained or incorporated by reference in this prospectus and the accompanying prospectus supplement. We have not authorized anyone to provide you with information different from that contained in this prospectus and the accompanying prospectus supplement. We are offering to sell the debt securities, and seeking offers to buy the debt securities, only in jurisdictions where offers and sales are permitted. The information contained in this prospectus and the accompanying prospectus supplement is accurate only as of the date of this prospectus and the date of the accompanying prospectus supplement, regardless of the time of delivery of this prospectus or prospectus supplement or any sale of the debt securities. In this prospectus and the accompanying prospectus supplement, "HMI," "we," "us," and "our" refer to Herman Miller, Inc.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission utilizing a "shelf" registration process. Under this shelf registration process, we may sell the debt securities described in this prospectus in one or more offerings up to a total dollar amount of proceeds of $300,000,000. This prospectus provides you with a general description of the debt securities we may offer. Each time we sell debt securities, we will provide a prospectus supplement that will contain specific information about the terms of the offering. The prospectus supplement may also add, update, or change information contained in the prospectus. You should read this prospectus and any prospectus supplement together with additional information described under the heading, "Where You Can Find More Information."

WHERE YOU CAN FIND MORE INFORMATION

HMI files annual, quarterly and special reports, proxy statements and other information with the SEC. Its SEC filings are available to the public over the Internet at the SEC's website at http://www.sec.gov. You may also read and copy any document HMI files at the SEC's public reference room at 450 Fifth Street, N.W., Washington, D.C. 20549. You may obtain information on the operation of the SEC's public reference room in Washington, D.C. by calling the SEC at 1-800-SEC-0330. HMI maintains a website at http://www.hermanmiller.com, which contains information concerning HMI and its affiliates. The information contained at HMI's website is not incorporated in this prospectus by reference and it should not be considered a part of this prospectus.

This prospectus is part of a registration statement filed with the SEC by HMI. The full registration statement can be obtained from the SEC as indicated above, or from HMI.

The SEC allows HMI to "incorporate by reference" the information it files with them, which means that HMI can disclose important information to you by referring you to those documents. Any information referenced this way is considered an important part of this prospectus, and information that HMI files later with the SEC will automatically update and supersede that information. HMI incorporates by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934 until it terminates this offering by filing a post-effective amendment which indicates the termination of this offering of the securities made by this prospectus:

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You may request a copy of these filings at no cost, by writing or telephoning us at the following address or telephone number:

Robert Dentzman, Vice President of Treasury — Investor Relations

Herman Miller, Inc.

855 East Main Avenue

Zeeland, Michigan 49464-0302

Telephone: (616) 654-3000

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

FORWARD-LOOKING STATEMENTS

Some statements contained in this document or incorporated by reference in this document constitute forward-looking statements as such term is defined in Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Some factors could cause actual results to differ materially from those in the forward-looking statements. Factors that might cause such a material difference include, but are not limited to:

- Its Annual Report on Form 10-K for the fiscal year ended May 29, 1999

- Its Quarterly Report on Form 10-Q for the fiscal quarter ended September 4, 1999
- Its Quarterly Report on Form 10-Q for the fiscal quarter ended December 4, 1999
- Its Quarterly Report on Form 10-Q for the fiscal quarter ended March 4, 2000
- Its Current Report on Form 8-K, as amended, dated June 30, 1999

THE COMPANY

Herman Miller, Inc.'s principal business consists of the research, design, development, manufacture, and sale of office furniture and related products and services. Through research, HMI seeks to define and clarify customer needs and problems existing in its market and to respond by design and innovation, where appropriate and feasible, with products, systems, and service solutions, which address these customer needs. HMI's

furniture systems, seating, storage, and freestanding furniture products, and related services are used in:

- changes in the general economic climate,
- economic conditions which affect buying patterns of HMI's customers,
- HMI's ability to define and clarify customer needs and problems and to design solutions to such problems,
- continued availability of capital and financing,
- interest rate fluctuations,
- HMI's ability to improve operations and realize cost savings,
- future profitability of acquired companies, and
- competitive and other factors affecting business beyond HMI's control.

- office/institution environments including offices and related conference, lobby and lounge areas, and general public areas including transportation terminals;

HMI was incorporated in Michigan in 1905. One of HMI's major plants and its corporate offices are located at 855 East Main Avenue, Zeeland, Michigan, 49464-0302, and its telephone number is (616) 654-3000.

USE OF PROCEEDS

Unless otherwise specified in a prospectus supplement, HMI intends to use the net proceeds of any securities sold for the repayment of outstanding debt and general corporate purposes.

RATIO OF EARNINGS TO FIXED CHARGES

HMI's ratio of earnings to fixed charges were as follows for the respective periods indicated:

- small office and home office (SOHO) settings; and
- other non-office environments such as clinical, industrial, and educational laboratories.

In computing the ratio of earnings to fixed charges:

	Nine Months Ended		Year Ended				
	March 4, 2000	February 27, 1999	May 29, 1999	May 30, 1998	May 31, 1997	June 1, 1996	June 3, 1995
Ratio of Earnings to Fixed Charges	15.17	27.87	25.51	22.29	13.08	8.27	1.53

DESCRIPTION OF DEBT SECURITIES

This prospectus contains a summary of the debt securities. This summary is not meant to be a complete description of the debt securities. This prospectus, however, and the accompanying prospectus supplement, contain the material terms and conditions for the debt securities.

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Debt securities in one or more series will be issued under a Trust Indenture (the "Indenture") to be entered into between HMI and the Trustee named in the Indenture (the "Note Trustee"). Particular series of debt securities will be authorized under supplements to the Indenture, or as otherwise permitted under the Indenture. The Indenture will be qualified under the Trust Indenture Act.

The following description sets forth some general terms and provisions of the debt securities to which any prospectus supplement may relate. The particular terms of the debt securities of any series offered by any prospectus supplement, and the extent, if any, to which such general provisions may not apply to the debt securities of the series so offered, will be described in the prospectus supplement relating to such series. For more information, please refer to the Indenture. Capitalized terms used in this prospectus that are not defined will have the meanings given them in the Indenture.

The following summaries of some material provisions of the debt securities and the Indenture are subject to, and qualified in their entirety by reference to, all the provisions of the Indenture, including the definitions in this registration statement of some terms.

General

Each prospectus supplement will describe the following terms relating to a series of debt securities:

- earnings have been based on income from continued operations before income taxes and fixed charges (exclusive of the effects of capitalized interest); and
- fixed charges consist of interest expense, capitalized interest, amortization of debt expense and the estimated interest portion of rents.

The debt securities of a series may be issued as original issue discount notes. An original issue discount note is a note, including any zero-coupon note, which is issued at a price lower than the amount payable upon its stated maturity and provides that upon redemption or acceleration of the maturity, an amount less than the amount payable upon

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the stated maturity shall become due and payable. The United States federal income tax considerations applicable to debt securities sold at an original issue discount will be described in the applicable prospectus supplement.

The Indenture does not limit the aggregate principal amount of debt securities that may be issued from time to time in series.

HMI may, without the consent of holders of the debt securities, issue additional debt securities having the same ranking and same interest rate, maturity, and other terms as the debt securities. Unless otherwise described in a prospectus supplement, a series of debt securities may be reopened for issuance of additional debt securities of such series.

Form, Exchange and Transfer

The debt securities of each series will be issuable only in fully-registered form without coupons and, unless otherwise specified in the applicable prospectus supplement, in denominations of $1,000 and any integral multiple thereof. The Indenture provides that debt securities of any series shall be issuable in temporary or permanent global form as book-entry notes that will be deposited with or on behalf of The Depository Trust Company (the "depositary") or a successor depositary named by HMI.

At the option of the holders, subject to the terms of the Indenture and certain limitations applicable to global notes described below, debt securities of any series will be exchangeable for other debt securities of the same series in any authorized denominations and of like tenor and aggregate principal amount.

Subject to the terms of the Indenture and certain limitations applicable to global notes described below, debt securities may be presented for exchange or for registration of transfer (duly endorsed or with a form of transfer endorsed thereon duly executed if so required by HMI or the Registrar) at the office of the Registrar or at the office of any transfer agent designated by HMI for that purpose. No service charge will be made for any registration of transfer or exchange, but HMI may require payment of any taxes or other governmental charges. The Registrar and any transfer agent (in addition to the Registrar) initially designated by HMI for the debt securities of each series will be named in the applicable prospectus supplement. HMI may at any time designate additional transfer agents or rescind the designation of any transfer agent or approve the change in the office through which any transfer agent acts, except that HMI will be required to maintain a transfer agent in each place of payment for the debt securities of each series.

If debt securities of any series are to be redeemed, HMI will not be required to:

- The designation of the series;
- Any limit upon the aggregate principal amount of the debt securities of the series to be issued;
- The maturity date(s) of the debt securities of the series;
- The annual interest rate(s) or the method for determining the rate(s) and the date interest will begin to accrue on the debt securities of the series, the dates interest will be payable, and the regular record dates for interest payment dates or the method for determining the dates;
- The date, if any, after which, and the prices at which the debt securities of the series may, pursuant to any optional redemption provisions, be redeemed at HMI's option, and other related terms and provisions;
- The dates, if any, on which and the prices at which HMI is obligated to redeem, or at the holder's option to purchase, debt securities of the series and other related terms and provisions;

- Any covenants with respect to the debt securities of a series which are different from the covenants contained in the Indenture, and the terms pursuant to which such covenants are subject to defeasance; and
- Any other terms (which terms shall not be inconsistent with the Indenture) of debt securities of the series.

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Global Notes

The debt securities of each series will be represented by one or more global notes that will be deposited with, or on behalf of, the depositary and registered in the name of Cede & Co., the nominee of the depositary.

When the global notes are issued, the depositary for the global notes or its nominee will credit the accounts of persons holding interests in the global notes with the respective principal or face amounts of the book-entry debt securities, represented by the global notes. Ownership of beneficial interests in the global notes will be limited to participants and to persons that may hold interests through institutions known as "participants" that have accounts with the depositary. Ownership of beneficial interests by participants in the global notes will be shown on, and the transfer of that ownership interest will be effected only through, records maintained by the depositary or its nominee for the global notes. Ownership of beneficial interests in the global notes by persons that hold through a participant will be shown on, and the transfer of that ownership interest within that participant will be effected only through, records maintained by that participant.

The total amount of any principal and interest due on any global note on any interest payment date or at maturity will be made available to the Note Trustee on that date. As soon as possible after that date, the Note Trustee will make the payments to the depositary. Neither HMI, the Note Trustee, nor any paying agent will have any responsibility or liability for any aspect of the depositary's records relating to or payments made on account of beneficial ownership interests in the global notes or for maintaining, supervising or reviewing any of the depositary's records relating to the beneficial ownership interests.

HMI has been advised by the depositary that upon receipt of any payment of principal of or interest on the global notes, the depositary will immediately credit, on its book-entry registration and transfer system, the accounts of participants with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global notes as shown on the records of the depositary. The accounts to be credited will be designated by the soliciting agent or, to the extent that the debt securities are offered and sold directly, by HMI. Payments by participants to owners of beneficial interests in the global notes held through these participants will be governed by standing instructions and customary practices, as is now the case with notes held for customer accounts registered in "street name" and will be the sole responsibility of these participants.

The global notes may not be transferred except as a whole by a nominee among the depositary, and its nominees and successors. In any of these cases below, the global notes of a series are exchangeable for definitive debt securities of that series in registered form, bearing interest at the same rate, having the same date of issuance, maturity and other terms and of differing denominations aggregating a like amount, only if:

- issue, register the transfer of, or exchange any debt security of that series during a period beginning at the opening of business 15 days before the date of mailing of a notice of redemption of any such debt security that may be selected for redemption and ending at the close of business on the day of such mailing; or
- register the transfer of or exchange any debt security so selected for redemption, in whole or in part, except the unredeemed portion of any such debt security being redeemed in part.

If issued, the definitive debt securities will be registered in the names of the owners of the beneficial interests in the global notes as provided by the depositary's relevant participants as identified by the depositary holding the global notes. Except as described in this paragraph, the global notes are not exchangeable, except for global notes of like denominations to be registered in the name of the depositary or its nominee.

As long as the depositary for the global notes, or its nominee, is the registered owner of the global notes, the depositary or its nominee, as the case may be, will be considered the sole owner or holder of the global notes for the purposes of receiving payment on the debt securities, receiving notices and for all other purposes under the Indenture and the debt securities. Except as provided above, owners of beneficial interests in the global notes will not be entitled to receive physical delivery of debt securities in definitive form and will not be considered the holders of debt securities for any purpose under the Indenture.

Accordingly, each person owning a beneficial interest in the global notes must rely on the procedures of the depositary and, if that person is not a participant, on the procedures of the participant through which that person owns its interest, to exercise any rights of a holder under the Indenture. The laws of some jurisdictions require that some types of purchasers of notes take physical delivery of the notes in definitive form. The limits and laws described in this paragraph may impair the ability to transfer beneficial interests in the global notes.

HMI understands that under existing industry practices, if HMI requests any action of holders or if an owner of a beneficial interest in a global note desires to give or take any action which a holder is entitled to give or take under the Indenture, the depositary would authorize the participants holding the relevant beneficial interests to give or take that action and the participants would authorize beneficial owners owning through these participants to give or take that action or would otherwise act upon the instructions of beneficial owners owning through them.

The depositary has advised HMI that it is:

- the depositary notifies HMI that it is unwilling or unable to continue as depositary for the global notes or if at any time the depositary ceases to be a clearing agency registered under the Exchange Act and a successor depositary is not appointed by HMI within ninety (90) days; or
- HMI in its sole discretion determines that the global notes will be exchangeable for definitive debt securities in registered form.

The depositary was created to hold securities of its participating organizations ("participants") and to facilitate the clearance and settlement of securities transactions, such as transfers and pledges, among its participants in such securities through electronic computerized book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, some of whom (and/or their representatives) own the depositary. Access to the depositary's book-entry system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly. Persons who

are not participants may beneficially own securities held by the depositary only through participants.

Payment and Paying Agents

Unless otherwise indicated in the applicable prospectus supplement, payment of the interest on any debt security on any interest payment date will be made to the Person in whose name such debt security is registered at the close of business on the regular record date for such interest.

Principal of, and any premium and interest on, any debt security of a particular series will be payable at the office of the paying agents designated by HMI, except that unless otherwise indicated in the applicable prospectus supplement, interest payments may be made by check mailed to the holder. The Person(s) designated in such prospectus supplement as paying agents (which Person(s) may include HMI) will serve as paying agent(s) for payments with respect to the debt securities of such series. HMI will be required to maintain a paying agent in each place of payment for the debt securities of a particular series.

All monies paid by HMI to a paying agent or the Note Trustee for the payment of the principal of, or any premium or interest on, any debt security which remains unclaimed at the end of two years after that principal, premium or interest has become due and payable will be repaid to HMI, and the holder of the debt security thereafter may look only to HMI for payment thereof.

Indenture Covenants

Limitation on Liens

HMI will not, and will not permit any Subsidiary to, issue, assume, guaranty, or create any Debt secured by any Lien upon any Operating Property or any shares of stock or any Debt of any Subsidiary, without effectively securing the debt securities equally and ratably with such Debt. This restriction does not apply to:

- a limited-purpose trust company under the New York Banking Law;
- a “banking organization” within the meaning of the New York Banking Law;
- a member of the Federal Reserve System;
- a “clearing corporation” within the meaning of the New York Uniform Commercial Code; and
- a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act.

- Liens on any Operating Property acquired, constructed or improved by HMI or any Subsidiary after the date of the Indenture to secure Debt issued, assumed or guaranteed within 180 days after such acquisition or completion of construction or improvement to provide for the payment of the purchase price of, or the cost of constructing or improving, the Operating Property;
- Liens existing on any Operating Property at the time of its acquisition by HMI or one of its Subsidiaries, or Liens on any shares of stock or Debt of any Subsidiary existing at the time it becomes a Subsidiary;
- Liens existing at the time of acquisition on any Operating Property acquired from any Person merged with or into HMI or a Subsidiary;
- Liens on Operating Property to secure Debt of a Subsidiary to HMI or to another Subsidiary;
- Liens in existence on any Operating Property of HMI or any shares of stock or Debt of any Subsidiary on the date of the Indenture;
- Liens in favor of governmental bodies;

Limitation on Sale and Leaseback Transactions

HMI will not, and will not permit any Subsidiary to, enter into any Sale and Leaseback Transaction involving any Operating Property unless, within 120 days of the effective date of the Sale and Leaseback Transaction, HMI or the Subsidiary applies an amount equal to the greater of the fair value of such property (as determined by HMI's board of directors) or the net proceeds of sale to: (1) the prepayment or retirement (other than mandatory prepayment or retirement) of Funded Debt of HMI or its Subsidiary; or (2) the purchase of other property that will constitute Operating Property.

This restriction does not apply to a Sale and Leaseback Transaction if: (a) HMI or the Subsidiary could create Debt in an amount equal to the Attributable Debt of the Sale and Leaseback Transaction secured by the Operating Property without being required to equally and ratably secure the debt securities under the "Limitation on Liens" covenant; (b) the Sale and Leaseback Transaction is between HMI and a Subsidiary or between Subsidiaries; or (c) the Sale and Leaseback Transaction involves taking back a lease for a period of three years or less (including renewals).

Limitation on Consolidation, Merger and Sale of Assets

HMI may not consolidate with or merge into any other Person, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets to any Person unless: (a) the Person formed by, or surviving, any consolidation is a corporation organized and existing under the laws of the United States of America or a state of the United States of America or the District of Columbia; (b) such Person assumes payment of the principal of, premium, if any, and interest on the debt securities and the performance and observance of the Indenture; and (c) immediately after giving effect to the transaction, no event of default will have happened or be continuing.

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Definitions

"Attributable Debt" means, with respect to a Sale and Leaseback Transaction, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction (including any period for which such lease has been extended or may, at the option of the lessor, be extended) using a discount rate equal to the average interest rate per annum used to calculate the present value of operating lease payments for the most recent year in HMI's most recent annual report to stockholders. The term "net rental payments" under any lease for any period shall mean the sum of the rental and other payments required to be paid in such period by the lessee thereunder, not including, however, any amounts required to be paid by such lessee (whether or not designated as rental or additional rental) on account of maintenance and repairs, insurance, taxes, assessments, water rates, or similar charges required to be paid by such lessee thereunder or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, maintenance and repairs, insurance, taxes, assessments, water rates, or similar charges.

"Consolidated Net Tangible Assets" means, at any date, the total of all assets appearing on the most recent consolidated balance sheet of HMI and its Subsidiaries less: (1) current liabilities including liabilities for Debt maturing more than 12 months from the date of the original creation thereof but maturing within 12 months from the date of determination; (2) reserves for depreciation and other asset valuation reserves; (3) intangible assets including, without limitation, such items as goodwill, trademarks, trade names, patents, unamortized debt discount and expense, and other similar intangibles carried as an asset on said balance sheet; and

(4) appropriate adjustments on account of minority interests of other Persons holding stock in any Subsidiary.

"Debt" means, at any date, all obligations of a Person for borrowed money, including obligations secured by Liens on property owned by the Person, whether or not the Person is directly liable for the obligations.

"Funded Debt" means Debt which matures more than one year from the date of computation, or which is extendable or renewable at the sole option of the obligor so that it may become payable more than one year from such date, and guarantees of Funded Debt.

"Lien" means any mortgage, deed of trust, security interest, pledge, lien or other encumbrance.

"Operating Property" means (a) all real property and improvements thereon owned by the Company or by a Subsidiary, including, without limitation, any manufacturing facility, warehouse, office building or other similar property, wherever located, provided that such term shall not include any such property which the Board of Directors of HMI shall have declared by resolution, together with all other property similarly excluded from the term "Operating Property," not to be of material importance to the business of the Company and its Subsidiaries taken as a whole; provided, however, that any parcel of unimproved real property with a fair market value of less than $2,000,000 shall be deemed not to be of material importance, and shall be automatically excluded from the term "Operating Property" without the need for a Board of Directors resolution as described above, so long as the aggregate amount of all such properties that have been excluded from the term "Operating Property" (whether automatically or through a Board of

Directors resolution) shall not exceed 10% of Consolidated Net Tangible Assets; and (b) all equipment and fixtures owned and used by the Company or any Subsidiaries other than office equipment, furniture, or other assets or equipment not directly related to and used in connection with the manufacturing operations of the Company or any of its Subsidiaries.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of the government.

"Sale and Leaseback Transaction" means any arrangement with any Person providing for the leasing to HMI or any Subsidiary of any Operating Property, which Operating Property has been or is to be sold or transferred by HMI or such Subsidiary to such Person.

"Subsidiary" means: (1) a corporation more than 50% of the outstanding voting stock of which is owned, directly or indirectly, by HMI, by one or more other Subsidiaries, or by HMI and one or more other Subsidiaries; or (2) any other Person of which HMI or one or more Subsidiaries, or HMI and one or more Subsidiaries, directly or indirectly has at least a majority ownership and power to direct the policies, management and affairs of such Person.

Defeasance and Covenant Defeasance

HMI may elect either (a) to defease and be discharged from any and all obligations with respect to the debt securities of any series (other than certain obligations with respect to the Note Trustee, transfers and replacement of debt securities, and

other administrative matters) or (b) to be released from its obligations described above under "Limitation on Liens," "Limitation on Sale and Leaseback Transactions," and "Limitation on Consolidation, Merger and Sale of Assets" with respect to the debt securities of a series and any other covenants made applicable to the debt securities of that series which are subject to defeasance, only: (1) upon the deposit with the Note Trustee in trust of money and/or U.S. government obligations which through the payment of interest and principal of the U.S. government obligations in accordance with their terms will provide money in an amount sufficient to pay any installment of principal, premium, if any, and interest on the debt securities of such series on the stated maturity of the payments in accordance with the terms of the Indenture and the debt securities of that series; (2) upon an opinion of tax counsel to the effect that the holders of such series will not recognize income, gain, or loss for federal tax purposes as a result of such deposit or defeasance, which opinion of counsel must refer to and be based on a ruling of the Internal Revenue Service (which ruling may be, but need not be, issued with respect to HMI) or otherwise a change in applicable federal income tax law occurring after the date of the Indenture; and (3) if at the time of defeasance or release, no event of default with respect to such series will have happened or be continuing. In addition, the Company may also obtain a discharge with respect to debt securities of any series if such debt securities have become due and payable or are by their terms to become due and payable within one year, or are to be called for redemption within one year, or certain other conditions are satisfied, upon deposit with the Note Trustee, in trust, of money sufficient to pay at stated maturity or upon redemption the debt securities of that series.

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Events of Default under the Indenture

The following are events of default under the Indenture with respect to the debt securities of any series;

- Liens imposed by law such as warehousemen's, mechanic's or similar Liens;
- Liens on any unimproved real Operating Property constructed or improved after the date of the Indenture to secure or provide for such construction or improvement;
- Pledges or deposits in connection with worker's compensation, unemployment insurance and other social security legislation and deposits securing liability to insurance carriers under insurance or self-insurance arrangements;
- Liens for taxes, assessments, governmental charges or levies not yet due or which are being contested in good faith;
- Liens securing Debt incurred to extend, renew or replace Debt secured by any Lien; provided the new Debt has a principal amount no greater than the original amount and as long as the Lien does not extend to any other property; and
- The issuance, assumption or guaranty by HMI or any Subsidiary of Debt secured by a Lien which would otherwise be prohibited by the Indenture if the sum of (1) all secured Debt of HMI and its Subsidiaries otherwise prohibited by the Indenture; and (2) the Attributable Debt of all Sale and Leaseback Transactions otherwise prohibited under the Indenture does not exceed 10% of Consolidated Net Tangible Assets.

If an event of default with respect to the debt securities of any series occurs and is continuing, the Note Trustee or the holders of at least 25% in aggregate principal amount of the outstanding debt securities of that series, by notice in writing to HMI and to the Note Trustee if notice is given by such holders, may declare the unpaid principal of, premium, if any, and accrued interest, if any, on all debt securities of the series due and payable immediately.

The holders of a majority in principal amount of the outstanding debt securities of an affected series may waive any default or event of default with respect to such series and its consequences, except defaults or events of default regarding payment of principal, premium, if any, or interest on the debt securities of that series. Any such waiver shall cure such default or event of default.

Subject to the terms of the Indenture, if an event of default under the Indenture shall occur and be continuing with respect to

debt securities of any series, the Note Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the holders of the debt securities of such series unless such holders have offered the Note Trustee reasonable indemnity. The holders of a majority in principal amount of the outstanding debt securities of such series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Note Trustee, or exercise any trust or power conferred on the Note Trustee, with respect to the debt securities of such series, provided that:

- failure to pay interest on the debt securities of that series when due which failure continues for 30 days;
- failure to pay the principal or premium of the debt securities of that series when due;
- failure to observe or perform any other covenant contained in the debt securities of that series or the Indenture which failure continues for 60 days after HMI receives notice from the Note Trustee or holders of at least 25% in aggregate principal amount of the outstanding debt securities of that series;
- particular events of bankruptcy, insolvency or reorganization of HMI;
- a default which results in the acceleration of Debt of HMI or any Subsidiary in excess of $10,000,000 and such acceleration shall not be rescinded or such Debt shall not be discharged within 10 days.

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A holder of any debt security of a series will only have the right to institute a proceeding under the Indenture or to appoint a receiver or trustee or to seek other remedies if:

- it is not in conflict with any law or the Indenture;
- the Note Trustee may take any other action deemed proper by it which is not inconsistent with such direction; and
- subject to its duties under the Trust Indenture Act, the Note Trustee need not take any action that might involve it in personal liability or might be unduly prejudicial to the holders not involved in the proceeding.

These limitations do not apply to a suit instituted by a holder of any debt security if HMI defaults in the payment of the principal, premium, if any, or interest on such debt security.

HMI will periodically file statements with the Note Trustee regarding its compliance with certain of the covenants in the Indenture.

Modification of Indenture; Waiver

HMI and the Note Trustee may change the Indenture without the consent of any holders with respect to specific matters, including:

- the holder has given written notice to the Note Trustee of a continuing event of default with respect to the debt securities of that series;
- the holders of at least 25% in aggregate principal amount of the outstanding debt securities of that series have made written request, and such holders have offered reasonable indemnity to the Note Trustee to institute such proceedings as trustee; and
- the Note Trustee does not institute such proceeding and does not receive from the holders of a majority in aggregate principal amount of the outstanding debt securities of such series, other conflicting directions within 60 days after such notice, request and offer.

In addition, under the Indenture, the rights of holders of debt securities of a series may be changed by HMI and the Note Trustee with the written consent of the holders of at least a majority in aggregate principal amount of the outstanding debt securities of that series. However, the following changes may only be made with the consent of each holder of any outstanding debt securities affected thereby:

- to cure any ambiguity, defect or inconsistency in the Indenture;
- to authorize the issuance and establish the terms of a series of debt securities; or
- to change anything that does not materially adversely affect the interests of any holder of debt securities.

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- extending the fixed maturity of any series of debt securities;
- reducing the principal amount, or reducing the rate of or extending the time of payment of interest or any premium payable upon the redemption of any debt security of any series;
- reducing the amount of principal of an Original Issue Discount Note or any other debt security payable upon acceleration of the maturity thereof;
- changing the currency in which any debt security or any premium or interest thereon is payable;
- impairing the right to enforce any payment on or with respect to any debt security;

Information Concerning the Note Trustee

The Note Trustee, other than during the occurrence and continuance of an event of default under the Indenture, undertakes to perform only such duties as are specifically detailed in the Indenture, and upon an event of default under the Indenture, must use the same degree of care as a prudent person would exercise or use in the conduct of his or her own affairs. Subject to this provision, the Note Trustee is under no obligation to exercise any of the powers given it by the Indenture at the request of any holder of debt securities unless it is offered reasonable security and indemnity against the costs, expenses and liabilities that it might incur in so doing. The Note Trustee is not required to spend or risk its own money or otherwise become financially liable for performing its duties unless it reasonably believes that it will be repaid or receive adequate indemnity.

Governing Law

The Indenture and the debt securities will be governed by and construed in accordance with the laws of the State of New York, except for conflicts of laws provisions and to the extent that the Trust Indenture Act shall be applicable.

PLAN OF DISTRIBUTION

HMI may sell the debt securities being offered hereby:

- reducing the percentage and principal amount of outstanding debt securities of any series, the consent of whose holders is required for modification or amendment of the Indenture, for waiver of compliance with certain provisions of the Indenture or for waiver of certain defaults;
- reducing the requirements contained in the Indenture for quorum or voting;
- changing any obligations of HMI to maintain an office or agency in the places and for the purposes required by the Indenture;
- providing for any preference or priority of any debt security over any other debt security; or
- modifying any of the above provisions.

Offers to purchase debt securities may be solicited directly by HMI or by agents designated by HMI from time to time. Any such agent, who may be deemed to be an underwriter as that term is defined in the Securities Act of 1933, involved in the offer or sale of the debt securities in respect of which this prospectus is delivered will be named, and any commissions payable by HMI to

such agent will be set forth in the prospectus supplement. Unless otherwise indicated in the prospectus supplement, any such agent will be acting on a best efforts basis for the period of its appointment.

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If any underwriters are utilized in the sale of the debt securities in respect of which this prospectus is delivered, HMI will enter into an underwriting agreement with such underwriters at the time of sale to them and the names of the underwriters and the terms of the transaction will be set forth in the prospectus supplement, which will be used by the underwriters to make resales of the debt securities in respect of which this prospectus is delivered to the public.

If a dealer is utilized in the sale of the debt securities in respect of which this prospectus is delivered, HMI will sell such debt securities to the dealer, as principal. The dealer may then resell such debt securities to the public at varying prices to be determined by such dealer at the time of resale.

Underwriters, dealers, and agents may be entitled under agreements entered into with HMI to indemnification by HMI against specific civil liabilities, including liabilities under the Securities Act of 1933, or to contribution with respect to payments which the underwriters, dealers, or agents may be required to make in respect thereof. Underwriters, dealers, and agents may be customers of, engage in transactions with, or perform services for HMI and its affiliates in the ordinary course of business.

If so indicated in the applicable prospectus supplement, HMI will authorize underwriters, dealers, or agents to solicit offers by certain institutions to purchase debt securities pursuant to contracts providing for payment and delivery on a future date. These contracts may be made with commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions, and others, but in all cases such institutions must be approved by HMI. The obligations of any purchaser under any such contract will be subject to the condition that the purchase of the debt securities is at the time of delivery not prohibited under the laws of the jurisdiction to which such purchaser is subject. The underwriters, dealers or agents authorized by HMI to solicit those institutions will not have any responsibility in respect of the validity or performance of such contracts.

The place and time of delivery for the debt securities in respect of which this prospectus is delivered will be set forth in the accompanying prospectus supplement.

LEGAL MATTERS

Legal matters relating to the debt securities offered hereby have been passed upon by Varnum, Riddering, Schmidt & Howlett LLP, Grand Rapids, Michigan. The legality of the debt securities offered hereby will be passed upon for the underwriters, dealers, and agents, if any, as set forth in the applicable prospectus supplement.

EXPERTS

The audited consolidated financial statements and schedules incorporated by reference in this prospectus and elsewhere in the

registration statement have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto, and are included herein in reliance upon the authority of said firm as experts in giving said reports.

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Part II

Information Not Required in Prospectus

Item 14. Other Expenses of Issuance and Distribution.

The expenses in connection with the registration of the shares are set forth in the following table. All amounts except the registration fee are estimated.

- directly to purchasers;
- through agents;
- through underwriters; or
- through dealers.

Item 15. Indemnification of Directors and Officers.

The Articles of Incorporation of HMI provide that its directors and officers are required to be indemnified as of right to the fullest extent permitted under the Michigan Business Corporation Act ("MBCA") in connection with any actual or threatened civil, criminal, administrative or investigative action, suit or proceeding (whether brought by or in the name of HMI, a subsidiary or otherwise) in which a director or officer is a witness or which is brought against a director or officer in his or her capacity as a director, officer, employee, agent or fiduciary of HMI or of any corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which the director or officer was serving at the request of HMI. Persons who are not directors or officers of HMI may be similarly indemnified in respect of said service to the extent authorized by the Board of Directors of HMI. Under the MBCA, directors, officers, employees or agents are entitled to indemnification against expenses (including attorney fees) whenever they successfully defend legal proceedings brought against them by reason of the fact that they hold such a position with HMI. In addition, with respect to actions not brought by or in the right of HMI, indemnification is permitted under the MBCA for expenses (including attorney fees), judgments, fines, penalties and reasonable settlements if it is determined that the person seeking indemnification acted in a good faith and in a manner he or she reasonably believed to be in and not opposed to the best interest of HMI or its shareholders and, with respect to criminal proceedings, he or she had no reasonable cause to believe that his or her conduct was unlawful. With respect to actions brought by or in the right of HMI, indemnification is permitted under the MBCA for expenses (including attorney fees) and reasonable settlement, if it is determined that the person seeking indemnification acted in good faith and in a manner he or she reasonably believed to be in and not opposed to the best interest of HMI or its shareholders; provided, indemnification is not permitted if the person is found liable to HMI, unless the court in which the action or suit was brought has determined that indemnification is fair and reasonable in view of all the circumstances of the case.

The MBCA and HMI's Articles of Incorporation also authorize HMI to provide indemnification broader than that set forth in the MBCA and the Articles of

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Incorporation. Pursuant to this authority, HMI has entered into indemnification agreements with each of its directors, which provide for the prompt indemnification to the fullest extent permitted by applicable law and for the prompt advancement of expenses, including reasonable attorney fees, incurred in connection with any proceeding in which a director is a witness or which is brought against a director in his or her capacity as a director, officer, employee, agent or fiduciary of HMI or of any corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which the director is serving at the request of HMI. Indemnification is permitted for expenses and reasonable settlement amounts incurred in connection with a proceeding by or in the right of HMI and for expenses, judgments, penalties, fines and reasonable settlement amounts incurred in connection with the proceeding other than by or in the right of HMI. Indemnification under the indemnity agreements is conditioned on the director having acted in good faith and in a manner he or she reasonable believes to be in or not opposed to the best interest of HMI and, with respect to any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The Articles of Incorporation of HMI also limit the personal liability of members of its Board of Directors for monetary damages with respect to claims by HMI or its shareholders resulting from certain negligent acts or omissions.

Item 16. Exhibits.

Reference is made to the Exhibit Index which appears at page II-6 of this registration statement.

Item 17. Undertakings.

The undersigned Registrant hereby undertakes:

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

Registration Fee (Securities and Exchange Commission)	$ 79,200
Trustees and Depositary's Fees	5,000
Accountant's Fees and Expenses	5,000
Legal Fees and Expenses	85,000
Printing Expenses	70,000
Rating Agency Fees	160,000
Miscellaneous	5,000
Total	$409,200

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3, Form S-8, or Form F-3, and the information

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required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability

under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1993, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Act.

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Signatures

Pursuant to the requirements of the Securities Act of 1933, as amended, HMI certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Zeeland, State of Michigan, on April 25, 2000.

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

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

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;"

HERMAN MILLER, INC.
By: /s/ MICHAEL A. VOLKEMA

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Michael A. Volkema and Elizabeth A. Nickels, or either of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any related registration statement (or amendment thereto) pursuant to Rule 462(b) promulgated under the Securities Act of 1933, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite, and ratifying and confirming all that said attorney-in-fact and agent or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Michael A. Volkema
President and Chief Executive Officer

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Signature	Title	Date
By: /s/ MICHAEL A. VOLKEMA Michael A. Volkema	President and Chief Executive Officer and Director	April 25, 2000
By: /s/ ELIZABETH A. NICKELS Elizabeth A. Nickels	Chief Financial Officer and Principal Accounting Officer	April 25, 2000
By: /s/ DAVID L. NELSON David L. Nelson	Chairman of the Board	April 25, 2000
By: /s/ RICHARD H. RUCH Richard H. Ruch	Director	April 25, 2000
By: /s/ DOROTHY A. TERRELL Dorothy A. Terrell	Director	April 25, 2000

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Exhibit Index

Signature	Title	Date
By: /s/ J. HAROLD CHANDLER J. Harold Chandler	Director	April 25, 2000
By: /s/ E. DAVID CROCKETT E. David Crockett	Director	April 25, 2000
By: /s/ LORD GRIFFITHS OF FFORESTFACH	Director	April 25, 2000

Lord Griffiths of Fforestfach		
By: /s/ C. WILLIAM POLLARD	Director	
C. William Pollard		April 25, 2000
By: /s/ RUTH A. REISTER	Director	
Ruth A. Reister		April 25, 2000
By: /s/ MARY VERMEER ANDRINGA	Director	
Mary Vermeer Andringa		April 25, 2000
By: /s/ THOMAS C. PRATT	Director	
Thomas C. Pratt		April 25, 2000

EXHIBIT 1.1

HERMAN MILLER, INC.

FORM OF UNDERWRITING AGREEMENT

STANDARD PROVISIONS
(DEBT SECURITIES)

, 2000

From time to time, Herman Miller, Inc., a Michigan corporation (the "COMPANY"), may enter into one or more underwriting agreements that provide for the sale of designated securities to the several underwriters named therein. The standard provisions set forth herein may be incorporated by reference in any such underwriting agreement (an "UNDERWRITING AGREEMENT"). The Underwriting Agreement, including the provisions incorporated therein by reference, is herein sometimes referred to as this Agreement. Terms defined in the Underwriting Agreement are used herein as therein defined.

The Company has filed with the Securities and Exchange Commission (the "COMMISSION") a registration statement (No. 333-), including a prospectus, relating to the Debt Securities and has filed with, or transmitted for filing to, or shall promptly hereafter file with or transmit for filing to, the Commission a prospectus supplement (the "PROSPECTUS SUPPLEMENT") specifically relating to the Offered Securities pursuant to Rule 424 under the Securities Act of 1933, as amended (the "SECURITIES ACT"). The term "REGISTRATION STATEMENT" means the registration statement, including the exhibits thereto, as amended to the date of this Agreement. The term "BASIC PROSPECTUS" means the prospectus included in the Registration Statement. The term "PROSPECTUS" means the Basic Prospectus together with the Prospectus Supplement. The term "PRELIMINARY PROSPECTUS" means a preliminary prospectus supplement specifically relating to the Offered Securities, together with the Basic Prospectus. As used herein, the terms "Basic Prospectus," "Prospectus" and "preliminary prospectus" shall include in each case the documents, if any, incorporated by reference therein. The terms "SUPPLEMENT," "AMENDMENT" and "AMEND" as used herein shall include all documents deemed to be incorporated by reference in the Prospectus that are filed subsequent to the date of the Basic Prospectus by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "EXCHANGE ACT").

The term "CONTRACT SECURITIES" means the Offered Securities to be

purchased pursuant to the delayed delivery contracts substantially in the form of Schedule I hereto, with such changes therein as the Company may approve (the "DELAYED DELIVERY CONTRACTS"). The term "UNDERWRITERS' SECURITIES" means the Offered Securities other than Contract Securities.

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

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or threatened by the Commission.

(b) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) each part of the Registration Statement, when such part became effective, did not contain, and each such part, as amended or supplemented, if applicable, will not contain any 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, (iii) the Registration Statement and the Prospectus comply and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder and (iv) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to (A) statements or omissions in the Registration Statement or the Prospectus based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Manager expressly for use therein or (B) that part of the Registration Statement that constitutes the Statement of Eligibility (Form T-1) under the Trust Indenture Act of 1939, as amended (the "TRUST INDENTURE ACT"), of the Trustee.

(c) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property

requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(d) Each subsidiary of the Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole; all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or through one or more subsidiaries by the Company, free and clear of all liens, encumbrances, equities or claims.

(e) This Agreement has been duly authorized, executed and delivered by the Company.

(f) The Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(g) The Delayed Delivery Contracts have been duly authorized, executed and delivered by the Company and are valid and binding agreements of the Company, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(h) The Offered Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, in the case of the

Underwriters' Securities, or by institutional investors in accordance with the terms of the Delayed Delivery Contracts, in the case of the Contract Securities, will have been duly executed, authenticated, issued and delivered and will conform to the description thereof contained in the Prospectus, will be entitled to the benefits of the Indenture and will be valid and binding obligations of the Company, in each case enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(i) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Indenture, the Offered Securities and the Delayed Delivery Contracts will not contravene any provision of (i) applicable law, (ii) the articles of incorporation or by-laws of the Company, (iii) any agreement or other instrument binding upon the Company or any of its subsidiaries, or to which any of their respective properties, assets or operations is subject or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any of its subsidiaries, except, in the case of clause (iii), as would not, in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, the Indenture, the Offered Securities or the Delayed Delivery Contracts, except such as may be required by the securities or Blue Sky laws of the various states and the securities laws of jurisdictions outside the United States in connection with the offer and sale of the Offered Securities. The Company has full power and authority to authorize, issue and sell the Offered Securities as contemplated by this Agreement.

(j) There has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement).

(k) Except as disclosed by the Company in the Prospectus on or prior to the date of this Agreement or any Underwriting Agreement, there are no legal or governmental proceedings pending or, to the knowledge of the Company after due inquiry, threatened to which the Company or any of

its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not so described or any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed or incorporated by reference as exhibits to the Registration Statement that are not described, filed or incorporated as required, or, in any case, would materially and adversely affect the ability of the Company to perform its obligations under the Indenture, this Agreement or any Delayed Delivery Contract, or which are otherwise material in the context of the sale of the Offered Securities.

(l) Each preliminary prospectus filed as part of the registration statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(m) The financial statements included in the Registration Statement and Prospectus present fairly the consolidated financial position of the Company and its subsidiaries as of the dates shown and their results of operations and cash flows for the periods specified, and such financial statements have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; any financial data schedules included in the Registration Statement present fairly the information required to be stated therein; and the assumptions used in preparing any pro forma financial information included in the Registration Statement and the Prospectus provide a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein, the related pro forma adjustments give appropriate effect to those assumptions and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts.

(n) The Company is not and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Prospectus, will not be an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(o) The Company and its subsidiaries and all of their respective assets and operations (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or

toxic substances or wastes, pollutants or contaminants ("ENVIRONMENTAL LAWS"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(p) There are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(q) The Company has good and marketable title to all material real properties and all other material properties and assets owned by it, in each case free from liens, encumbrances and defects that would materially affect the value thereof or materially interfere with the use made or to be made thereof by it; and except as disclosed in the Prospectus, the Company holds any leased material real or personal property under valid and enforceable leases with no exceptions that would materially interfere with the use made or to be made thereof by it.

(r) The Company possesses adequate certificates, authorities or permits issued by appropriate governmental agencies or bodies necessary to conduct the business now operated by it, except for such certificates, authorities and permits the lack of possession of which would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole, and has not received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit that, if determined adversely to the Company, would, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(s) No labor disturbance by the employees of the Company exists or, to the knowledge of the Company, is threatened that could have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(t) The Company owns, possesses or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property (collectively, "intellectual property rights") necessary to conduct the business now operated by it, or currently employed by it (except for such intellectual property rights currently employed by the Company the lack of ownership, possession or acquisition on reasonable terms of which would not have material adverse effect on the Company and its subsidiaries, taken as a whole), and has not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company, would, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(u) The Company has complied with all provisions of Section 517.075, Florida Statutes relating to doing business with the Government of Cuba or with any person or affiliate located in Cuba.

2. Delayed Delivery Contracts. If the Prospectus provides for sales of Offered Securities pursuant to Delayed Delivery Contracts, the Company hereby authorizes the Underwriters to solicit offers to purchase Contract Securities on the terms and subject to the conditions set forth in the Prospectus pursuant to Delayed Delivery Contracts. Delayed Delivery Contracts may be entered into only with institutional investors approved by the Company of the types set forth in the Prospectus. On the Closing Date, the Company will pay to the Manager as compensation for the accounts of the Underwriters the commission set forth in the Underwriting Agreement in respect of the Contract Securities. The Underwriters will not have any responsibility in respect of the validity or the performance of any Delayed Delivery Contracts.

If the Company executes and delivers Delayed Delivery Contracts with institutional investors, the aggregate amount of Offered Securities to be purchased by the several Underwriters shall be reduced by the aggregate amount of Contract Securities; such reduction shall be applied to the commitment of each Underwriter pro rata in proportion to the amount of Offered Securities set forth opposite such Underwriter's name in the Underwriting Agreement, except to the extent that the Manager determines that such reduction shall be applied in other proportions and so advises the Company; provided, however, that the total amount of Offered Securities to be purchased by all Underwriters shall be the aggregate amount set forth in the applicable Underwriting Agreements, less the aggregate amount of Contract Securities.

3. Terms of Public Offering. The Company is advised by the Manager that the Underwriters propose to make a public offering of their respective

portions of the Underwriters' Securities as soon after this Agreement has been entered into as in the Manager's judgment is advisable. The terms of the public offering of the Underwriters' Securities are set forth in the Prospectus.

4. Payment and Delivery. Except as otherwise provided in this Section 4, payment for the Underwriters' Securities shall be made by wire transfer to the Company in Federal or other funds immediately available at the time and place set forth in the Underwriting Agreement, upon delivery to the Manager for the respective accounts of the several Underwriters of the Underwriters' Securities registered in such names and in such denominations as the Manager shall request in writing not less than two full business days prior to the date of delivery, with any transfer taxes payable in connection with the transfer of the Underwriters' Securities to the Underwriters duly paid.

Delivery on the Closing Date of any Underwriters' Securities that are Debt Securities in bearer form shall be effected by delivery of a single temporary global Debt Security without coupons (the "GLOBAL DEBT SECURITY") evidencing the Offered Securities that are Debt Securities in bearer form to a common depositary for Morgan Guaranty Trust Company of New York, Brussels office, as operator of the Euro-clear System ("EURO-CLEAR"), and for Clearstream Banking, societe anonyme ("CLEARSTREAM") for credit to the respective accounts at Euro-clear or Clearstream of each Underwriter or to such other accounts as such Underwriter may direct. Any Global Debt Security shall be delivered to the Manager not later than the Closing Date, against payment of funds to the Company in the net amount due to the Company for such Global Debt Security by the method and in the form set forth in the Underwriting Agreement. The Company shall cause definitive Debt Securities in bearer form to be prepared and delivered in exchange for such Global Debt Security in such manner and at such time as may be provided in or pursuant to the Indenture; provided, however, that the Global Debt Security shall be exchangeable for definitive Debt Securities in bearer form only on or after the date specified for such purpose in the Prospectus.

5. Conditions to the Underwriters' Obligations. The several obligations of the Underwriters are subject to the following conditions:

(a) Subsequent to the execution and delivery of the Underwriting Agreement and prior to the Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the Company's securities by any "nationally recognized statistical rating organization," as such term is defined for purposes

of Rule 436(g)(2) under the Securities Act; and

(ii) there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement) that, in the judgment of the Manager, is material and adverse and that makes it, in the judgment of the Manager, impracticable to market the Offered Securities on the terms and in the manner contemplated in the Prospectus.

(b) The Underwriters shall have received on the Closing Date a certificate, dated the Closing Date and signed by an executive officer of the Company, to the effect set forth in Section 5(a)(i) above and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct on the Closing Date as if made on and as of the Closing Date and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Underwriters shall have received on the Closing Date an opinion of Varnum, Riddering, Schmidt & Howlett LLP, outside counsel for the Company, dated the Closing Date, to the effect that:

(i) the Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole;

(ii) each subsidiary of the Company listed on Schedule I has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its

incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction set forth opposite its name on such schedule;

(iii) this Agreement has been duly authorized, executed and delivered by the Company;

(iv) the Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law);

(v) the Delayed Delivery Contracts have been duly authorized, executed and delivered by the Company and are valid and binding agreements of the Company, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law);

(vi) the Offered Securities have been duly authorized and executed by the Company and, when authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, in the case of Underwriters' Securities, or by institutional investors in accordance with the terms of the Delayed Delivery Contracts, in the case of the Contract Securities, will be entitled to the benefits of the Indenture and will be valid and binding obligations of the Company, in each case enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law);

(vii) the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Indenture, the Offered Securities and the Delayed Delivery Contracts will not contravene any provision (i) of applicable law, (ii) the articles of incorporation or by-laws of the Company, (iii) to the best of such counsel's knowledge, any agreement or other instrument binding upon the Company or any of its subsidiaries, or to which any of the properties, assets or operations of the Company or any of its subsidiaries is bound or, to the best of such counsel's knowledge, any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company, any of its subsidiaries or any of the properties, assets or operations of the Company or any of its subsidiaries, except, in the case of clause (iii), as would not, in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, the Indenture, the Offered Securities or the Delayed Delivery Contracts, except such as may be required by the securities or Blue Sky laws of the various states and the securities laws of jurisdictions outside the United States in connection with the offer and sale of the Offered Securities; and the Company has corporate full power and authority to authorize, issue and sell the Offered Securities as contemplated by this Agreement;

(viii) the Registration Statement has become effective under the Securities Act, the Prospectus was filed with the Commission pursuant to the subparagraph specified in such opinion of Rule 424(b) under the Securities Act on the date specified therein, and, to the best of the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement or any part thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act;

(ix) the statements (A) in the Prospectus under the captions "Description of the Senior Notes," "Description of Debt Securities" and "Plan of Distribution" and (B) in the Registration Statement under Item 15, in each case insofar as such statements constitute summaries of the legal matters, documents or proceedings referred to therein, are accurate and fairly present the information called for with respect to such legal matters, documents

and proceedings and fairly summarize the matters referred to therein; and the Offered Securities (other than any Contract Securities) conform, and any Contract Securities, when issued, delivered and sold in accordance with the provisions of the related Delayed Delivery Contract, will conform, to the description thereof contained in the Prospectus;

(x) such counsel does not know of any legal or governmental proceedings pending or threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not so described or of any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed or incorporated by reference as exhibits to the Registration Statement that are not described, filed or incorporated as required;

(xi) the Company is not and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Prospectus, will not be an "investment company" as such term is defined in the Investment Company Act of 1940, as amended; and

(xii) such counsel (A) is of the opinion that each document filed pursuant to the Exchange Act and incorporated by reference in the Prospectus (except for financial statements, financial data, statistical data and supporting schedules included therein as to which such counsel need not express any opinion) complied when so filed as to form in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (B) has no reason to believe that (except for financial statements, financial data, statistical data and supporting schedules as to which such counsel need not express any belief and except for that part of the Registration Statement that constitutes the Form T-1 heretofore referred to) each part of the Registration Statement, when such part became effective, contained and, as of the date such opinion is delivered, contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (C) is of the opinion that the Registration Statement and Prospectus (except for financial statements, financial data, statistical data and supporting schedules included therein as to which such counsel need not express any opinion and except for that part of the

Registration Statement that constitutes the Form T-1 heretofore referred to) comply as to form in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder and (D) has no reason to believe that (except for financial statements, financial data, statistical data and supporting schedules as to which such counsel need not express any belief and except for that part of the Registration Statement that constitutes the Form T-1 heretofore referred to) the Prospectus as of the date such opinion is delivered contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

For purposes of the foregoing opinion, such counsel may state that (1) "Applicable Law" shall mean only the laws of the United States, the State of Michigan and the State of New York which, in such counsel's experience, are normally applicable to transactions of the type contemplated by this Agreement, but without such counsel having made any special investigation as to the applicability of any specific law, rule or regulation except as specified herein, and (2) any opinion or statement herein which is expressed to be "to our knowledge" with respect to the existence or absence of facts or is otherwise qualified by words of like import means that the lawyers currently practicing law with such counsel who have represented the Company in connection with the issuance and sale of securities or who otherwise have had principal responsibility for representing the Company on other significant matters have no actual knowledge, after due inquiry, of the existence or absence of such facts.

(d) The Underwriters shall have received on the Closing Date an opinion or opinions of Sidley & Austin, special counsel for the Underwriters, dated the Closing Date, covering the matters referred to in Sections 5(c)(iii), 5(c)(iv), 5(c)(v), 5(c)(vi), 5(c)(viii) and 5(c)(ix) (but only as to the statements in the Prospectus under "Description of Debt Securities" and "Plan of Distribution") and clauses 5(c)(xii)(B), 5(c)(xii)(C) and 5(c)(xii)(D) above and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters. In rendering such opinion, Sidley & Austin may rely as to all matters governed by Michigan law upon the opinion of Varnum, Riddering, Schmidt & Howlett LLP referred to above.

With respect to Section 5(c)(xii) above, Varnum, Riddering, Schmidt & Howlett LLP may state that (1) their opinion and belief are based solely upon their participation in the preparation of the Registration Statement and Prospectus and any amendments or supplements thereto and

documents incorporated therein by reference and review and discussion of the contents thereof, but are without independent check or verification, except as specified and (2) they are not assuming any responsibility for the accuracy, completeness, or fairness of the statements contained in the Registration Statement or Prospectus except as specified. With respect to clauses 5(c)(xii)(B), 5(c)(xii)(C) and 5(c)(xii)(D) above, Sidley & Austin may state that their opinion and belief are based upon their participation in the preparation of the Registration Statement and Prospectus and any amendments or supplements thereto (but not including documents incorporated therein by reference) and review and discussion of the contents thereof (including documents incorporated therein by reference), but are without independent check or verification, except as specified.

The opinion of Varnum, Riddering, Schmidt & Howlett LLP described in Section 5(c) above shall be rendered to the Underwriters at the request of the Company and shall so state therein.

(e) The Underwriters shall have received on or prior to the date of this Agreement and on the Closing Date a letter, dated the date of this Agreement or the Closing Date, as the case may be, in form and substance satisfactory to the Underwriters, from the Company's independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Prospectus.

6. Covenants of the Company. In further consideration of the agreements of the Underwriters herein contained, the Company covenants with each Underwriter as follows:

(a) To furnish the Manager, without charge, five signed copies of the Registration Statement (including exhibits thereto) and for delivery to each other Underwriter a conformed copy of the Registration Statement (without exhibits thereto) and to furnish the Manager in New York City, without charge, prior to 10:00 a.m. New York City time on the business day next succeeding the date of this Agreement and during the period mentioned in Section 6(c) below, as many copies of the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto or to the Registration Statement as the Manager may reasonably request.

(b) Before amending or supplementing the Registration Statement or the Prospectus with respect to the Offered Securities, to furnish to the Manager a copy of each such proposed amendment or supplement and not

to file any such proposed amendment or supplement to which the Manager reasonably objects; and the Company will also advise the Manager promptly of the filing of any such amendment or supplement and of the institution by the Commission of any stop order proceedings in respect of the Registration Statement or of any part thereof and will use its best efforts to prevent the issuance of any such stop order and to obtain as soon as possible its lifting, if issued.

(c) If, during such period after the first date of the public offering of the Offered Securities as in the opinion of counsel for the Underwriters the Prospectus is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses the Manager will furnish to the Company) to which Offered Securities may have been sold by the Manager on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with law. Neither the Manager's consent to, nor the Underwriters' delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 5.

(d) To endeavor to qualify the Offered Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Manager shall reasonably request and to continue such qualifications in effect so long as required for the distribution.

(e) To make generally available to the Company's security holders and to the Manager as soon as practicable an earning statement covering a twelve month period beginning on the first day of the first full fiscal quarter after the date of this Agreement, which earning statement shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder. If such fiscal quarter is the last fiscal quarter of the Company's fiscal year, such earning statement shall be made available not later than 90 days after the close of the period covered thereby and in all other cases shall be made available not later than 45 days after the close of the period covered thereby.

(f) During the period beginning on the date of the Underwriting Agreement and continuing to and including the Closing Date, not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Company substantially similar to the Offered Securities (other than (i) the Offered Securities and (ii) commercial paper issued in the ordinary course of business), without the prior written consent of the Manager.

(g) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the registration and delivery of the Offered Securities under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Prospectus and amendments and supplements to any of the foregoing, including all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Offered Securities to the Underwriters, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any Blue Sky or legal investment memorandum in connection with the offer and sale of the Offered Securities under state law and all expenses in connection with the qualification of the Offered Securities for offer and sale under state law as provided in Section 6(d) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or legal investment memorandum, (iv) the fees and disbursements of the Company's counsel and accountants and of the Trustee and its counsel, (v) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Offered Securities by the National Association of Securities Dealers, Inc., (vi) any fees charged by the rating agencies for the rating of the Offered Securities, (vii) all fees and expenses in connection with the preparation and filing of any registration statement on Form 8-A relating to the Offered Securities and all costs and expenses incident to listing the Offered Securities on any national securities exchange or foreign stock exchange, (viii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Offered Securities, including, without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior

approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show and (ix) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 7 entitled "Indemnity and Contribution", and the last paragraph of Section 9 below, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, and any advertising expenses connected with any offers they may make.

7. Indemnity and Contribution. (a) The Company agrees to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus or the Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or alleged untrue statement or omission or alleged omission based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Manager expressly for use therein; provided, however, that the foregoing indemnification obligation with respect to any preliminary prospectus shall not inure to the benefit of any Underwriter from whom the person asserting any such losses, claims, damages, or liabilities purchased Offered Securities or upon any person controlling such Underwriter, if a copy of the Prospectus (as then amended or supplemented if the Company shall have furnished any amendments or supplements thereto in accordance with Section 6(c)) was not sent or given by or on behalf of such Underwriter to such person, if required by law so to have been delivered, at or prior to the written confirmation of the sale of the Offered Securities to such person, and if the Prospectus (as so amended or supplemented) would have cured the defect giving rise to such losses, claims, damages or liabilities.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who sign the Registration Statement and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Underwriter,

but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Manager expressly for use in the Registration Statement, any preliminary prospectus, the Prospectus or any amendments or supplements thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either Section 7(a) or 7(b), such person (the "INDEMNIFIED PARTY") shall promptly notify the person against whom such indemnity may be sought (the "INDEMNIFYING PARTY") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Manager, in the case of parties indemnified pursuant to Section 7(a) above, and by the Company, in the case of parties indemnified pursuant to Section 7(b) above. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could

have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

(d) To the extent the indemnification provided for in Section 7(a) or 7(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Offered Securities or (ii) if the allocation provided by clause 7(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 7(d)(i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Offered Securities shall be deemed to be in the same respective proportions as the net proceeds from the offering of such Offered Securities (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover of the Prospectus Supplement, bear to the aggregate Public Offering Price of the Offered Securities. The relative fault of the Company on the one hand and the Underwriters on the other hand 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 relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to the respective principal amounts of Offered Securities they have purchased hereunder, and not joint.

(e) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 7 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 in Section 7(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, 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 Section 7, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Offered 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 Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 7 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter or the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Offered Securities.

8. Termination. This Agreement shall be subject to termination by notice given by the Manager to the Company, if (a) after the execution and delivery of the Underwriting Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on or by, as the case may be, any of the New York Stock Exchange, the American Stock Exchange, the National Association of Securities Dealers, Inc., the Chicago Board of Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis that, in the judgment of the Manager, is material and adverse and (b) in the case of any of the events specified in clauses 8(a)(i) through 8(a)(iv), such event, singly or together with any other such event, makes it, in the judgment of the Manager, impracticable to market the Offered Securities on the terms and in the manner contemplated in the Prospectus.

9. Defaulting Underwriters. If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase Underwriters' Securities that it has or they have agreed to purchase hereunder on such date, and the aggregate amount of Underwriters' Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate amount of the Underwriters' Securities to be purchased on such date,

the other Underwriters shall be obligated severally in the proportions that the amount of Underwriters' Securities set forth opposite their respective names in the Underwriting Agreement bears to the aggregate amount of Underwriters' Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as the Manager may specify, to purchase the Underwriters' Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; provided that in no event shall the amount of Underwriters' Securities that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 9 by an amount in excess of one-ninth of such amount of Underwriters' Securities without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Underwriters' Securities and the aggregate amount of Underwriters' Securities with respect to which such default occurs is more than one-tenth of the aggregate amount of Underwriters' Securities to be purchased on such date, and arrangements satisfactory to the Manager and the Company for the purchase of such Underwriters' Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case either the Manager or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement and in the Prospectus or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

10. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

12. Headings. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

FORM OF UNDERWRITING AGREEMENT

, 2000

Herman Miller, Inc.
855 E. Main Avenue
Zeeland, Michigan 49464

Dear Sirs and Mesdames:

We (the "MANAGER") are acting on behalf of the underwriter or underwriters (including ourselves) named below (such underwriter or underwriters being herein called the "Underwriters"), and we understand that Herman Miller, Inc., a Michigan corporation (the "Company"), proposes to issue and sell $ aggregate initial offering price of [Full title of Debt Securities] (the "DEBT SECURITIES"). The Debt Securities are sometimes referred to herein as the "OFFERED SECURITIES." The Debt Securities will be issued pursuant to the provisions of an Indenture dated as of , 2000 as supplemented by the First Supplemental Trust Indenture dated as of , 2000 (the "INDENTURE") between the Company and Bank One Trust Company, National Association, as Trustee (the "TRUSTEE").

Subject to the terms and conditions set forth or incorporated by reference herein, the Company hereby agrees to sell to the several Underwriters, and each Underwriter agrees, severally and not jointly, to purchase from the Company the respective principal amounts of Debt Securities set forth below opposite their names at a purchase price of % of the principal amount of Debt Securities [, plus accrued interest, if any, from [Date of Offered Securities] to the date of payment and delivery]:

NAME	PRINCIPAL AMOUNT OF DEBT SECURITIES
Total.....	

[The principal amount of Debt Securities to be purchased by the several Underwriters shall be reduced by the aggregate principal amount of Debt Securities sold pursuant to Delayed Delivery Contracts.]

The Underwriters will pay for the Offered Securities [(less any Offered Securities sold pursuant to Delayed Delivery Contracts)] upon delivery thereof at at a.m. (New York City time) on , 2000, or at such other time, not later than 5:00 p.m. (New York City time) on , 2000 as shall be designated by the Manager. The time and date of such payment and delivery are hereinafter referred to as the Closing Date.

The Offered Securities shall have the terms set forth in the Prospectus dated , 2000, and the Prospectus Supplement dated , 2000, including the following:

Terms of Debt Securities

Maturity Date: ,

Interest Rate: ,

Redemption Provisions: ,

Interest Payment Dates: and

commencing

,

[(Interest accrues from: ,)]

Form and Denomination:

[Other Terms:]

[The commission to be paid to the Underwriters in respect of the Offered Securities purchased pursuant to Delayed Delivery Contracts arranged by the Underwriters shall be % of the principal amount of the Debt Securities so purchased.]

All provisions contained in the document entitled Herman Miller, Inc. Underwriting Agreement Standard Provisions (Debt Securities) dated , 2000, a copy of which is attached hereto, are herein incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein, except that (i) if any term defined in such document is otherwise defined herein, the definition set forth herein shall control and (ii) all references in such document to a type of agreement that has not been entered into in connection with the transactions contemplated hereby shall not be deemed to be a part of this Agreement.

The Offered Securities will be made available for checking and packaging at the office of at at least 24 hours prior to the Closing Date.

Please confirm your agreement by having an authorized officer sign a copy of this Agreement in the space set forth below.

Very truly yours,

[NAME OF MANAGER]

Acting severally on behalf of itself and the several Underwriters named herein

By:

Name:
Title:

Accepted:

HERMAN MILLER, INC.

By:

Name:
Title:

SCHEDULE I

DELAYED DELIVERY CONTRACT

, 2000

Dear Sirs and Mesdames:

The undersigned hereby agrees to purchase from Herman Miller, Inc., a Michigan corporation (the "COMPANY"), and the Company agrees to sell to the undersigned the Company's securities described in Schedule A annexed hereto (the "SECURITIES"), offered by the Company's Prospectus dated , 2000 and Prospectus Supplement dated , 2000, receipt of copies of which are hereby acknowledged, at a purchase price stated in Schedule A and on the further terms and conditions set forth in this Agreement. The undersigned does not contemplate selling Securities prior to making payment therefor.

The undersigned will purchase from the Company Securities in the principal amount and numbers on the delivery dates set forth in Schedule A. Each such date on which Securities are to be purchased hereunder is hereinafter referred to as a "DELIVERY DATE."

Payment for the Securities which the undersigned has agreed to purchase on each Delivery Date shall be made to the Company or its order by certified or official bank check in New York Clearing House funds at the office of , New York, N.Y., at 10:00 a.m. (New York City time) on the Delivery Date, upon delivery to the undersigned of the Securities to be purchased by the undersigned on the Delivery Date, in such denominations and registered in such names as the undersigned may designate by written or telegraphic communication addressed to the Company not less than five full business days prior to the Delivery Date.

It is expressly agreed that the provisions for delayed delivery and payment are for the sole convenience of the undersigned; that the purchase hereunder of Securities is to be regarded in all respects as a purchase as of the date of this Agreement; that the obligation of the undersigned to take delivery of and make payment for the Securities on the Delivery Date shall be subject to the conditions that (1) the purchase of Securities to be made by the undersigned shall not at the time of delivery be prohibited under the laws of the jurisdiction to which the undersigned is subject and (2) the Company shall have sold, and delivery shall have taken place to the underwriters (the "UNDERWRITERS") named in the Prospectus

Supplement referred to above of, such part of the Securities as is to be sold to them. Promptly after completion of sale and delivery to the Underwriters, the Company will mail or deliver to the undersigned as its address set forth below notice to such effect, accompanied by a copy of the opinion of counsel for the Company delivered to the Underwriters in connection therewith. The undersigned represents that its investment in the Securities is not, as of the date hereof, prohibited under the laws of any jurisdiction to which the undersigned is subject and which governs such investment.

Failure to take delivery of and make payment for Securities by any purchaser under any other Delayed Delivery Contract shall not relieve the undersigned of its obligations under this Agreement.

This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, but will not be assignable by either party hereto without the written consent of the other.

If this Agreement is acceptable to the Company, it is requested that the Company sign the form of acceptance below and mail or deliver one of the counterparts hereof to the undersigned at its address set forth below. This will become a binding agreement, as of the date first above written, between the Company and the undersigned when such counterpart is so mailed or delivered.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

Very truly yours,

(Purchaser)

By:

(Title)

(Address)

Accepted:

HERMAN MILLER, INC.

By:

Name:
Title:

PURCHASER -- PLEASE COMPLETE AT TIME OF SIGNING

The name and telephone and department of the representative of the Purchaser with whom details of delivery on the Delivery Date may be discussed is as follows: (Please print.)

NAME	TELEPHONE NO. (INCLUDING AREA CODE)	DEPARTMENT

SCHEDULE A

SECURITIES:

PRINCIPAL AMOUNTS OR NUMBERS TO BE PURCHASED:

PURCHASE PRICE:

DELIVERY:

EXHIBIT 4.1

TRUST INDENTURE

HERMAN MILLER, INC.

DATED

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TRUST INDENTURE

THIS TRUST INDENTURE (this "Indenture") is made as of _____, 2000, by and between HERMAN MILLER, INC., a Michigan corporation (the "Company"), and BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the "Trustee"):

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issuance of its unsecured senior notes (hereinafter referred to as the "Notes"), in unlimited aggregate principal amount, to be issued from time to time in one or more Series as registered Notes without coupons, to be authenticated by the certificate of the Trustee;

WHEREAS, to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Company has duly authorized the execution and delivery of this Indenture; and

WHEREAS, all things necessary to make this Indenture a valid agreement of the Company, in accordance with its terms, have been done.

NOW, THEREFORE, in consideration of the premises and the purchase of the Notes by the holders thereof, it is mutually covenanted and agreed as follows for the equal and ratable benefit of the holders of Notes:

ARTICLE I.
DEFINITIONS

SECTION 1.01 Definitions of Terms.

The terms defined in this Section (except as in this Indenture otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section and shall include the plural as well as the singular. All other terms used in this Indenture that are defined in the Trust Indenture Act of 1939, as amended, or that are by reference in such Act defined in the Securities Act of 1933, as amended (except as herein otherwise expressly provided or unless the context otherwise requires), shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this instrument. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles and, except as otherwise expressly herein provided, the term "generally accepted accounting principles" with respect to any computation required or permitted

hereunder shall mean such accounting principles as are generally accepted at the date of such computation.

"Attributable Debt" means, with respect to a Sale and Leaseback Transaction, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction (including any period for which such lease has been extended or may, at the option of the lessor, be extended), using a discount rate equal to the average interest rate per annum used to calculate the present value of operating lease payments for the most recent year in the Company's most recent annual report to its stockholders. The term "net rental payments" under any lease for any period shall mean the sum of the rental and other payments required to be paid in such period by the lessee thereunder, not including, however, any amounts required to be paid by such lessee (whether or not designated as rental or additional rental) on account of maintenance and repairs, insurance, taxes, assessments, water rates or similar charges required to be paid by such lessee thereunder or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, maintenance and repairs, insurance, taxes, assessments, water rates or similar charges.

"Authenticating Agent" means an authenticating agent with respect to all or any of the Series of Notes appointed with respect to all or any Series of the Notes by the Trustee pursuant to Section 2.10.

"Bankruptcy Law" means Title 11, U.S. Code, or any similar federal or state law for the relief of debtors.

"Board of Directors" means the Board of Directors of the Company or any duly authorized committee of such Board of Directors.

"Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification.

"Business Day" means a day of the year, other than (a) a Saturday; (b) a Sunday; or (c) a day on which commercial banks located in the city in which the notes are payable is located are required or authorized by law to remain closed.

"Commission" means the Securities and Exchange Commission, or any successor agency or commission.

"Company" means Herman Miller, Inc., a corporation duly organized and existing under the laws of the State of Michigan, and, subject to the provisions of Section 4.05 and Article X, shall also include its successors and assigns.

"Consolidated Net Tangible Assets" means, at any date, the total of all the assets appearing on the most recent consolidated balance sheet of the Company and its Subsidiaries, less the following:

(1) current liabilities, including liabilities for Debt maturing more than 12 months from the date of the original creation thereof but maturing within 12 months from the date of determination;

(2) reserves for depreciation and other asset valuation reserves;

(3) intangible assets, including, without limitation, such items as goodwill, trademarks, trade names, patents, unamortized debt discount and expense and other similar intangibles carried as an asset on said balance sheet; and

(4) appropriate adjustments on account of minority interests of other Persons holding stock in any Subsidiary of the Company.

Consolidated Net Tangible Assets shall be determined in accordance with generally accepted accounting principles and practices applicable to the type of business in which the Company and its Subsidiaries are engaged and that are approved by the independent accountants regularly retained by the Company, and may be determined as of a date not more than 60 days prior to the happening of the event for which such determination is being made.

"Corporate Office" means the office of the Company located at 855 East Main Avenue, P.O. Box 302, Zeeland, Michigan, 49464, or such other location as may from time to time be designated by the Company, in accordance with Section 4.02, for the purposes set forth in said Section.

"Custodian" means any receiver, trustee, assignee, liquidator, or similar official under any Bankruptcy Law.

"Debt" means, at any date, all obligations of a Person for borrowed money, including obligations secured by Liens on property owned by such Person, whether or not the Person is directly liable for the obligations.

"Default" means any event, act or condition that with notice or lapse of time, or both, would constitute an Event of Default with respect to Notes of a particular Series.

"Depositary" means The Depository Trust Company, New York, New York, or any successor registered as a clearing agency under the Exchange Act or other applicable statute or regulation, which has been designated by the Company as provided in Section 2.11.

"Event of Default" means any event specified in Section 6.01, continued for the period of time, if any, therein designated.

"Exchange Act" means the Securities and Exchange Act of 1934, as amended.

"Funded Debt" means Debt which matures more than one year from the date of computation, or which is extendable or renewable at the sole option of the obligor so that it may become payable more than one year from such date, and guaranties of Funded Debt.

"Global Note" means, with respect to any Series of Notes, a Note executed by the Company and delivered by the Trustee to the Depositary or pursuant to the Depositary's instruction, all in accordance with this Indenture, which shall be registered in the name of the Depositary or its nominee.

"Governmental Obligations" means securities that are (i) direct obligations of the United States of America for the payment of which its full faith and credit is pledged or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America that, in either case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depositary receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act of 1933, as amended) as custodian with respect to any such Governmental Obligation or a specific payment of principal of or interest on any such Governmental Obligation held by such custodian for the account of the holder of such depositary receipt; provided, however, that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the Governmental Obligation or the specific payment of principal of or interest on the Governmental Obligation evidenced by such depositary receipt.

"herein", "hereof" and "hereunder", and other words of similar import, refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

"Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into in accordance with the terms hereof.

"Interest" means, when used with respect to an Original Issue Discount Note which by its terms bears interest only after maturity, interest payable after maturity.

"Interest Payment Date", means, when used with respect to any installment of interest on a Note of a particular Series, the date specified in such Note or in a Board Resolution or in an indenture supplemental hereto with respect to such Series as the fixed date on which an installment of interest with respect to Notes of that Series is due and payable.

"Lien" means any mortgage, deed of trust, security interest, pledge, lien or other encumbrance.

"Notes" means the Notes authenticated and delivered under this Indenture.

"Noteholder", "holder of Notes", "registered holder", or other similar term, means the Person or Persons in whose name or names a particular Note shall be registered on the books of the Company kept for that purpose in accordance with the terms of this Indenture.

"Officers' Certificate" means a certificate signed by the Chairman of the Board of Directors, the Vice Chairman, the President or any Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company that is delivered to the Trustee in accordance with the terms hereof. Each such certificate shall include the statements provided for in Section 13.07, if and to the extent required by the provisions thereof.

"Operating Property" means (a) all real property and improvements thereon owned by the Company or by a Subsidiary, including, without limitation, any manufacturing facility, warehouse, office building or other similar property, wherever located, provided that such term shall not include any such property which the Board of Directors shall have declared by resolution, together with all other property similarly excluded from the term "Operating Property," not to be of material importance to the business of the Company and its Subsidiaries taken as a whole; provided, however, that any parcel of unimproved real property with a fair market value of less than $2,000,000 shall be deemed not to be of material importance, and shall be automatically excluded from the term "Operating Property" without the need for Board of Directors resolution as described above, so long as the aggregate amount of all such properties that have been excluded from the term "Operating Property" (whether automatically or through a Board of Directors resolution) shall not exceed

10% of Consolidated Net Tangible Assets; and (b) all equipment and fixtures owned and used by the Company or any Subsidiaries other than office equipment, furniture, or other assets or equipment not directly related to and used in connection with the manufacturing operations of the Company or any of its Subsidiaries.

"Opinion of Counsel" means an opinion in writing of legal counsel, who may be an employee of or counsel for the Company, and who is acceptable to the Trustee, that is delivered to the Trustee in accordance with the terms hereof. Each such opinion shall include the statements provided for in Section 13.07, if and to the extent required by the provisions thereof.

"Original Issue Discount Note" means any Note which provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the maturity thereof pursuant to Section 6.01.

"Outstanding", when used with reference to Notes of any Series, means, subject to the provisions of Section 8.04, as of any particular time, all Notes of that Series theretofore authenticated and delivered by the Trustee under this Indenture, except (a) Notes theretofore canceled by the Trustee or any Paying Agent, or delivered to the Trustee or any Paying Agent for cancellation; (b) Notes or portions thereof for the payment or redemption of which moneys or Governmental Obligations in the necessary amount shall have been deposited in trust with the Trustee or with any Paying Agent (other than the Company) or shall have been set aside and segregated in trust by the Company (if the Company shall act as its own paying agent); provided, however, that if such Notes or portions of such Notes are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article III provided, or provision satisfactory to the Trustee shall have been made for giving such notice; (c) Notes in lieu of or in substitution for which other Notes shall have been authenticated and delivered pursuant to the terms of Section 2.07; and (d) Notes that have been defeased. In determining whether the holders of the requisite principal amount of the Outstanding Notes have given any request, demand, authorization, direction, notice, consent, waiver or other action, the principal amount of an Original Issue Discount Note that shall be deemed to be Outstanding shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon acceleration of the maturity thereof pursuant to Section 6.01.

"Paying Agent" means the Person, if any, that has been appointed by the Company as paying agent with respect to any Series of Notes pursuant to Section 4.03.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Predecessor Note" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 2.07 in lieu of a lost, destroyed or stolen Note shall be deemed to evidence the same debt as the lost, destroyed or stolen Note.

"Register" means the books kept and maintained by the Company for registration and transfer of Notes pursuant to Section 2.05(b).

"Registrar" means, with respect to Notes of any Series, the Trustee, unless otherwise specified in a supplemental indenture or Board Resolution pertaining to such Series.

"Responsible Officer" means, when used with respect to the Trustee, the Chairman of the Board of Directors, the Vice Chairman, the President, Vice President, the Secretary, the Treasurer, any trust officer, any corporate trust officer or any other officer or assistant officer of the Trustee customarily performing functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of his or her knowledge of and familiarity with the particular subject.

"Sale and Leaseback Transaction" means any arrangement with any Person providing for the leasing to the Company or any Subsidiary of any Operating Property, which Operating Property has been or is to be sold or transferred by the Company or such Subsidiary to such Person.

"Series of Notes" or "Series" means, as applied to the Notes, any series of Notes authorized and issued hereunder and under a Board Resolution or an indenture supplemental to this Indenture, as provided in Section 2.01(a).

"Subsidiary" means (i) any corporation at least a majority of whose outstanding Voting Stock shall at the time be owned, directly or indirectly, by the Company or by one or more Subsidiaries of the Company or by the Company and one or more of its Subsidiaries, (ii) any general partnership, joint venture or similar entity, at least a majority of whose outstanding partnership or similar interests shall at the time be owned by the Company, or by one or more of its Subsidiaries, or the Company and one or more of its Subsidiaries and

(iii) any limited partnership of which the Company or any of its Subsidiaries is a general partner.

"Trustee" means Bank One Trust Company, National Association, and, subject to the provisions of Article VII, shall also include its successors and assigns, and, if at any time there is more than one Person acting in such capacity hereunder, "Trustee" shall mean each such Person.

"Trustee's Corporate Office" means the office of the Trustee at which, at any particular time, its corporate trust business shall be principally administered, which office at the date hereof is located at One North State Street, 9th Floor, Chicago, Illinois 60602.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended, subject to the provisions of Sections 9.01, 9.02, and 9.06, as in effect at the date of execution of this instrument.

"Voting Stock" means, as applied to stock of any Person, shares, interests, participations or other equivalents in the equity interest (however designated) in such Person having ordinary voting power for the election of a majority of the directors (or the equivalent) of such Person, other than shares, interests, participations or other equivalents having such power only by reason of the occurrence of a contingency.

"Yield to Maturity" means the yield to maturity on a Series of Notes, calculated at the time of issuance of such Series, or, if applicable, at the most recent redetermination of interest on such Series, and calculated in accordance with accepted financial practice.

ARTICLE II.
ISSUE, SERIES, DESCRIPTION, TERMS, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

SECTION 2.01 Designation and Terms of Notes; Issuance in Series.

(a) The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture shall be unlimited. The Notes may be issued in one or more Series, and the aggregate principal amount of Notes of any Series shall not exceed the amount from time to time authorized for such Series by or pursuant to a Board Resolution of the Company or pursuant to one or more indentures supplemental hereto. All Notes shall be unsecured, and no Note of any Series shall be entitled to any preference or priority in order of payment or otherwise over other Notes of the same Series or Notes of any other Series.

Prior to the initial issuance of Notes of any Series, there shall be established in or pursuant to a Board Resolution of the Company, and set forth in an Officers' Certificate of the Company, or established in one or more indentures supplemental hereto:

(1) the title of the Notes of the Series (which shall distinguish the Notes of the Series from all other Notes);

(2) any limit upon the aggregate principal amount of the Notes of that Series that may be authenticated and delivered under this Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of that Series);

(3) the date(s) on which the principal of the Notes of the Series is payable;

(4) the rate(s) at which the Notes of the Series shall bear interest and the method by which such interest shall be computed (if other than as provided in Section 2.03);

(5) the date(s) from which such interest shall accrue, the Interest Payment Dates on which such interest will be payable or the manner of determination of such Interest Payment Dates and the record date for the determination of holders to whom interest is payable on any such Interest Payment Dates;

(6) the period or periods within which, the price or prices at which and the terms and conditions upon which, Notes of the Series may be redeemed, in whole or in part, at the option of the Company;

(7) the form of the Notes of the Series including the form of the Trustee's certificate of authentication for such Series;

(8) if other than denominations of one thousand U.S. dollars ($1,000) or any integral multiple thereof, the denominations in which the Notes of the Series shall be issuable;

(9) if other than the principal amount thereof, the portion of the principal amount of Notes of the Series which shall be payable upon declaration of acceleration of the maturity thereof pursuant to Section 6.01;

(10) any special tax implications of the Notes of the Series, including provisions for Original Issue Discount Notes, if offered;

(11) any additional covenants applicable to the Notes of the Series and whether some or all of such covenants are subject to defeasance under Section 11.02(b), and any covenants contained in this Indenture which are to be inapplicable to such Series; and

(12) any and all other terms with respect to such Series (which terms shall not be inconsistent with the terms of this Indenture) including any terms which may be required by or advisable under United States laws or regulations or advisable in connection with the marketing of Notes of that Series.

All Notes of any one Series shall be substantially identical in form, except as to denomination and except as may otherwise be provided in or pursuant to any such Board Resolution or in any indentures supplemental hereto.

If any of the terms of the Series are established by action taken pursuant to a Board Resolution, a copy of an appropriate record of such action shall be certified by the Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Officers' Certificate setting forth the terms of the Series.

Notes of any particular Series may be issued at different times, with different dates on which the principal or any installment of principal is payable, with different rates of interest, if any, or different methods by which rates of interest may be determined, with different Interest Payment Dates and different redemption dates. Unless otherwise provided, a Series may be reopened for issuances of additional Notes of such Series.

SECTION 2.02 Form of Notes and Trustee's Certificate.

The Notes of any Series and the Trustee's certificate of authentication to be borne by such Notes shall be substantially of the tenor and purport as set forth in one or more indentures supplemental hereto or as provided in a Board Resolution of the Company and as set forth in an Officers' Certificate of the Company and may have such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or to conform to usage.

SECTION 2.03 Denominations: Provisions for Payment.

The Notes shall be issuable as registered Notes and in the denominations of one thousand U.S. dollars ($1,000) or any integral multiple thereof, subject to Section 2.01(8). The Notes of a particular Series shall bear interest payable on the Interest Payment Dates and at the rate or rates specified with respect to that Series. Principal of and the interest on the Notes of any Series, as well as any premium thereon in case of redemption thereof prior to maturity, shall be payable in the coin or currency of the United States of America that at the time is legal tender for public and private debt, at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, the City and State of New York. Each Note shall be dated the date of its authentication. Unless otherwise provided pursuant to Section 2.01, interest on the Notes shall be computed on the basis of a 360-day year composed of twelve 30-day months.

The interest installment on any Note that is payable, and is punctually paid or duly provided for, on any Interest Payment Date for Notes of that Series shall be paid to the Person in whose name said Note (or one or more Predecessor Notes) is registered at the close of business on the regular record date for such interest installment. In the event that any Note of a particular Series or portion thereof is called for redemption and the redemption date is subsequent to a regular record date with respect to any Interest Payment Date and prior to such Interest Payment Date, interest on such Note will be paid upon presentation and surrender of such Note as provided in Section 3.03.

Any interest on any Note that is payable, but is not punctually paid or duly provided for, on any Interest Payment Date for Notes of the same Series (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered holder on the relevant regular record date by virtue of having been such holder; and such Defaulted Interest shall be paid by the Company, at its election, as provided in clause (1) or clause (2) below:

(1) The Company may make payment of any Defaulted Interest on Notes to the Persons in whose names such Notes (or their respective Predecessor Notes) are registered at the close of business on a special record date for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each such Note and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a special record date for the payment of such Defaulted Interest

which shall not be more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such special record date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the special record date therefor to be mailed, first class postage prepaid, to each Note holder at his or her address as it appears in the Register, not less than 10 days prior to such special record date. Notice of the proposed payment of such Defaulted Interest and the special record date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names such Notes (or their respective Predecessor Notes) are registered at the close of business on such special record date and shall be no longer payable pursuant to the following clause (2).

(2) The Company may make payment of any Defaulted Interest on any Notes in any other lawful manner if, after notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

Unless otherwise set forth in a Board Resolution of the Company or one or more indentures supplemental hereto establishing the terms of any Series of Notes pursuant to Section 2.01 hereof, the term "regular record date" as used in this Section with respect to a Series of Notes with respect to any Interest Payment Date for such Series shall mean either the fifteenth day of the month immediately preceding the month in which an Interest Payment Date established for such Series pursuant to Section 2.01 hereof shall occur, if such Interest Payment Date is the first day of a month, or the last day of the month immediately preceding the month in which an Interest Payment Date established for such Series pursuant to Section 2.01 hereof shall occur, if such Interest Payment Date is the fifteenth day of a month, whether or not such date is a Business Day.

Subject to the foregoing provisions of this Section, each Note of a Series delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Note of such Series shall carry the rights to interest accrued and unpaid, and to accrue, that were carried by such other Note.

SECTION 2.04 Execution and Authentication.

The Notes shall be signed on behalf of the Company by the Chairman of the Board of Directors, the Vice Chairman, the President or any Vice President, together with its Treasurer, or one of its Assistant Treasurers, or its Secretary, or one of its Assistant Secretaries, under its corporate seal which may, but need not be, attested by its Secretary or

one of its Assistant Secretaries. Signatures may be in the form of a manual or facsimile signature. Notes bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes. The seal of the Company may be in the form of a facsimile of such seal and may be impressed, affixed, imprinted or otherwise reproduced on the Notes. The Notes may contain such notations, legends or endorsements required by law or usage. Each Note shall be dated the date of its authentication by the Trustee.

A Note shall not be valid until authenticated manually by an authorized signatory of the Trustee. Such signature shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered hereunder and that the holder is entitled to the benefits of this Indenture. Notwithstanding the foregoing, if any Note shall have been authenticated and delivered hereunder but never issued and sold by the Company, and the Company shall deliver such Note to the Trustee for cancellation as provided in Section 2.08, for all purposes of this Indenture such Note shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits of this Indenture.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Notes of any Series executed by the Company to the Trustee for authentication, together with a written order of the Company for the authentication and delivery of such Notes, signed by its Chairman of the Board of Directors, the Vice Chairman, the President or any Vice President, together with its Treasurer, or one of its Assistant Treasurers, or its Secretary, or one of its Assistant Secretaries, and the Trustee in accordance with such written order shall authenticate and deliver such Notes.

In authenticating such Notes and accepting the additional responsibilities under this Indenture in relation to such Notes, the Trustee shall be entitled to receive, and (subject to Section 7.01) shall be fully protected in relying upon, an Opinion of Counsel stating that the form and terms thereof have been established in conformity with the provisions of this Indenture and that such Notes, when authenticated and delivered by the Trustee and issued by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Company enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relative to or affecting creditors' rights and to general equity principles.

The Trustee shall not be required to authenticate such Notes if the issue of such Notes pursuant to this Indenture will affect the Trustee's own rights, duties or immunities under the

Notes and this Indenture or otherwise in a manner that is not reasonably acceptable to the Trustee.

SECTION 2.05 Registration of Transfer and Exchange.

(a) Notes of any Series may be exchanged upon presentation thereof at the Trustee's Corporate Office for other Notes of such Series of authorized denominations, and for a like aggregate principal amount and of like tenor, upon payment of a sum sufficient to cover any tax or other governmental charge in relation thereto, all as provided in this Section. In respect of any Notes so surrendered for exchange, the Company shall execute, the Trustee shall authenticate and such office or agency shall deliver in exchange therefor the Note or Notes of the same Series that the Noteholder making the exchange shall be entitled to receive, bearing numbers not contemporaneously outstanding.

(b) The Company shall keep, or cause to be kept, the Register at the Trustee's Corporate Office or at such other location(s) as may from time to time be designated by the Company, in which, subject to such reasonable regulations as the Company may prescribe, the Company shall register the Notes and the transfers of Notes as in this Article provided. The Register shall at all reasonable times be open for inspection by the Trustee. Unless otherwise specified in a supplemental indenture, the Trustee is hereby appointed as Registrar for the purpose of registering Notes and transfer of Notes of each Series.

Upon surrender for transfer of any Note at the office or agency of the Company designated for such purpose, the Company shall execute, the Trustee shall authenticate and such office or agency shall deliver in the name of the transferee or transferees a new Note or Notes of the same Series as the Note presented of any authorized denominations for a like aggregate principal amount and of like tenor.

All Notes presented or surrendered for exchange or registration of transfer, as provided in this Section, shall be accompanied (if so required by the Company or the Registrar) by a written instrument or instruments of transfer, in form satisfactory to the Company or the Registrar, duly executed by the registered holder or by such holder's duly authorized attorney in writing.

(c) No service charge shall be made for any exchange or registration of transfer of Notes, or issue of new Notes in case of partial redemption of any Series, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge in relation thereto, other than exchanges pursuant to Section 2.06, Section 3.03(b) and Section 9.04 not involving any transfer.

(d) The Company shall not be required (i) to issue, exchange or register the transfer of any Notes of a Series during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of less than all the outstanding Notes of the same Series and ending at the close of business on the day of such mailing, nor (ii) to register the transfer of or exchange any Notes of any Series or portions thereof called for redemption except the unredeemed portion of any Notes of any Series being redeemed in part. The provisions of this Section 2.05 are subject to Section 2.11 hereof.

SECTION 2.06 Temporary Notes.

Pending the preparation of definitive Notes of any Series, the Company may execute, and the Trustee shall authenticate and deliver, temporary Notes (printed, lithographed or typewritten) of any authorized denomination. Such temporary Notes shall be substantially in the form of the definitive Notes in lieu of which they are issued, but with such omissions, insertions and variations as may be appropriate for temporary Notes, all as may be determined by the Company. Every temporary Note of any Series shall be executed by the Company and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes of such Series. Without unnecessary delay the Company will execute and will furnish definitive Notes of such Series and thereupon any or all temporary Notes of such Series may be surrendered in exchange therefor (without charge to the holders), at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, the City and State of New York, and the Trustee shall authenticate and such office or agency shall deliver in exchange for such temporary Notes an equal aggregate principal amount of definitive Notes of such Series, unless the Company advises the Trustee to the effect that definitive Notes need not be executed and furnished until further notice from the Company. Until so exchanged, the temporary Notes of such Series shall be entitled to the same benefits under this Indenture as definitive Notes of such Series authenticated and delivered hereunder.

SECTION 2.07 Mutilated, Destroyed, Lost or Stolen Notes.

In case any temporary or definitive Note shall become mutilated or be destroyed, lost or stolen, the Company (subject to the next succeeding sentence) shall execute, and upon the Company's request the Trustee (subject as aforesaid) shall authenticate and deliver, a new Note of the same Series and of like tenor and principal amount, bearing a number not contemporaneously outstanding, in exchange and substitution for the mutilated Note, or in lieu of and in substitution for the Note so destroyed, lost or stolen. In every case the applicant for a substituted Note shall furnish to the Company and the Trustee such security or indemnity as may be required by them to save each of them harmless, and, in every case of destruction, loss or theft, the applicant shall also furnish to the Company and the Trustee

evidence to their satisfaction of the destruction, loss or theft of the applicant's Note and of the ownership thereof. The Trustee may authenticate any such substituted Note and deliver the same upon the written request or authorization of any officer of the Company. Upon the issuance of any substituted Note, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith. In case any Note that has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, the Company may, instead of issuing a substitute Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note) if the applicant for such payment shall furnish to the Company and the Trustee such security or indemnity as they may require to save them harmless, and, in case of destruction, loss or theft, evidence to the satisfaction of the Company and the Trustee of the destruction, loss or theft of such Note and of the ownership thereof.

Every replacement Note issued pursuant to the provisions of this Section shall constitute an additional contractual obligation of the Company whether or not the mutilated, destroyed, lost or stolen Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes of the same Series duly issued hereunder. All Notes shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes, and shall preclude (to the extent lawful) any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

SECTION 2.08 Cancellation.

All Notes surrendered for the purpose of payment, redemption, exchange or registration of transfer shall, if surrendered to the Company or any Paying Agent, be delivered to the Trustee for cancellation, or, if surrendered to the Trustee, shall be canceled by it, and no Notes shall be issued in lieu thereof except as expressly required or permitted by any of the provisions of this Indenture. On request of the Company at the time of such surrender, the Trustee shall deliver to the Company canceled Notes held by the Trustee. In the absence of such request the Trustee may dispose of canceled Notes in accordance with its standard procedures and deliver a certificate of disposition to the Company. If the Company shall otherwise acquire any of the Notes, however, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such Notes unless and until the same are delivered to the Trustee for cancellation.

SECTION 2.09 Benefits of Indenture.

Nothing in this Indenture or in the Notes, express or implied, shall give or be construed to give to any Person, other than the parties hereto and the holders of the Notes any legal or equitable right, remedy or claim under or in respect of this Indenture, or under any covenant, condition or provision herein contained; all such covenants, conditions and provisions being for the sole benefit of the parties hereto and of the holders of the Notes.

SECTION 2.10 Authenticating Agent.

So long as any of the Notes of any Series remain outstanding there may be an Authenticating Agent for any or all such Series of Notes which the Trustee, with the consent of the Company, shall have the right to appoint. Said Authenticating Agent shall be authorized to act on behalf of the Trustee to authenticate Notes of such Series issued upon exchange, transfer or partial redemption thereof, and Notes so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. All references in this Indenture to the authentication of Notes by the Trustee shall be deemed to include authentication by an Authenticating Agent for such Series. Each Authenticating Agent shall be a corporation that has a combined capital and surplus, as most recently reported or determined by it, sufficient under the laws of any jurisdiction under which it is organized or in which it is doing business to conduct a trust business, and that is otherwise authorized under such laws to conduct such business and is subject to supervision or examination by Federal or State authorities. If at any time any Authenticating Agent shall cease to be eligible in accordance with these provisions, it shall resign immediately.

Any Authenticating Agent may at any time resign by giving written notice of resignation to the Trustee and to the Company. The Trustee may at any time (and upon request by the Company shall) terminate the agency of any Authenticating Agent by giving written notice of termination to such Authenticating Agent and to the Company. Upon resignation, termination or cessation of eligibility of any Authenticating Agent, the Trustee may appoint an eligible successor Authenticating Agent acceptable to the Company. Any successor Authenticating Agent, upon acceptance of its appointment hereunder, shall become vested with all the rights, powers and duties of its predecessor hereunder as if originally named as an Authenticating Agent pursuant hereto. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

SECTION 2.11 Global Notes.

(a) With respect to each Series of Notes issued under this Indenture, the Company shall execute and the Trustee shall, in accordance with Section 2.04, authenticate and deliver,

a Global Note that (i) shall represent, and shall be denominated in an amount equal to the aggregate principal amount of, such of the Outstanding Notes of such Series as shall be specified therein, provided that the aggregate amount of Outstanding Notes represented thereby may from time to time be increased or reduced to reflect exchanges, (ii) shall be registered in the name of the Depositary or its nominee, (iii) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instruction and (iv) shall bear a legend substantially to the following effect: "Except as otherwise provided in Section 2.11 of the Indenture, this Note may be transferred, in whole but not in part, only to another nominee of the Depositary or to a successor Depositary or to a nominee of such successor Depositary." Any endorsement of a Note in global form to reflect the amount, or any increase or decrease in the amount, of Outstanding Notes represented thereby shall be made by the Trustee in such manner and upon instructions given by such Person or Persons as shall be specified therein or in the written request signed in the name of the Company, by the Chairman of the Board of Directors, the Vice Chairman, the President or any Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer thereof to be delivered to the Trustee pursuant to Section 2.04 or Section 2.06.

(b) Notwithstanding the provisions of Section 2.05, the Global Note of a Series may be transferred, in whole but not in part and in the manner provided in Section 2.05, only to another nominee of the Depositary for such Series, or to a successor Depositary for such Series selected or approved by the Company or to a nominee of such successor Depositary.

(c) If at any time the Depositary for a Series of Notes notifies the Company that it is unwilling or unable to continue as Depositary for such Series or if at any time the Depositary for such Series shall no longer be registered or in good standing under the Exchange Act, or other applicable statute or regulation, and a successor Depositary for such Series is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such condition, as the case may be, this Section 2.11 shall no longer be applicable to the Notes of such Series and the Company will execute, and subject to Section 2.05, the Trustee will authenticate and deliver the Notes of such Series in definitive registered form without coupons, in authorized denominations, and in an aggregate principal amount equal to the principal amount of the Global Note of such Series in exchange for such Global Note. In addition, the Company may at any time determine that the Notes of any Series shall no longer be represented by a Global Note and that the provisions of this Section 2.11 shall no longer apply to the Notes of such Series. In such event the Company will execute and subject to Section 2.05, the Trustee, upon receipt of an Officers' Certificate evidencing such determination by the Company, will authenticate and deliver the Notes of such Series in definitive registered form without coupons, in authorized denominations, and in an aggregate principal amount equal to the principal amount of the Global Note of such Series in exchange for such Global Note. Upon the exchange of the Global Note for such

Notes in definitive registered form without coupons, in authorized denominations, the Global Note shall be canceled by the Trustee. Such Notes in definitive registered form issued in exchange for the Global Note pursuant to this Section 2.11(c) shall be registered in such names and in such authorized denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such Notes to the Depositary for delivery to the Persons in whose names such Notes are so registered.

ARTICLE III.
REDEMPTION OF NOTES

SECTION 3.01 Redemption.

The Company may redeem the Notes of any Series issued hereunder on and after the dates and in accordance with the terms established for such Series pursuant to Section 2.01 hereof.

SECTION 3.02 Notice of Redemption.

(a) In case the Company shall desire to exercise such right to redeem all or, as the case may be, a portion of the Notes of any Series in accordance with the right reserved so to do, the Company shall, or shall cause the Trustee to, give notice of such redemption to holders of the Notes of such Series to be redeemed by mailing, first-class postage prepaid, a notice of such redemption not less than 30 days and not more than 60 days before the date fixed for redemption of Notes of that Series to such holders at their last addresses as they shall appear upon the Register unless a shorter period is specified in the Notes to be redeemed. Any notice that is mailed in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the registered holder receives the notice. In any case, failure duly to give such notice to the holder of any Note of any Series designated for redemption in whole or in part, or any defect in the notice, shall not affect the validity of the proceedings for the redemption of any other Notes of such Series or any other Series. In the case of any redemption of Notes prior to the expiration of any restriction on such redemption provided in the terms of such Notes or elsewhere in this Indenture, the Company shall furnish the Trustee with an Officers' Certificate evidencing compliance with any such restriction.

Each such notice of redemption shall specify the date fixed for redemption and the redemption price (or the manner of calculation thereof) at which Notes of that Series are to be redeemed, and shall state that payment of the redemption price of such Notes to be redeemed will be made at the office or agency of the Company maintained for that purpose

in the Borough of Manhattan, the City and State of New York, upon presentation and surrender of such Notes, that interest accrued to the date fixed for redemption will be paid as specified in said notice and that from and after said date interest will cease to accrue. If less than all the Notes of a Series are to be redeemed, the notice to the holders of Notes of that Series to be redeemed in whole or in part shall specify the particular Notes to be so redeemed. In case any Note is to be redeemed in part only, the notice that relates to such Note shall state the portion of the principal amount thereof to be redeemed, and shall state that on and after the redemption date, upon surrender of such Note, a new Note or Notes of such Series in principal amount equal to the unredeemed portion thereof will be issued.

Prior to any redemption date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 4.03(b)) an amount of money sufficient to pay the redemption price of, and accrued interest on, all the Notes which are to be redeemed on that date.

(b) If less than all the Notes of a Series are to be redeemed, the Company shall give the Trustee at least 45 days' notice in advance of the date fixed for redemption as to the aggregate principal amount of Notes of the Series to be redeemed, and thereupon the Trustee shall select, by lot or in such other manner as it shall deem appropriate and fair in its discretion and that may provide for the selection of a portion or portions (equal to one thousand U.S. dollars ($1,000) or any integral multiple thereof) of the principal amount of such Notes of a denomination larger than $1,000, the Notes to be redeemed and shall thereafter promptly notify the Company in writing of the numbers of the Notes to be redeemed, in whole or in part.

Subject to the provisions of Section 3.01, the Company may, if and whenever it shall so elect, by delivery of instructions signed on its behalf by the Chairman of the Board of Directors, the Vice Chairman, the President or any Vice President, instruct the Trustee or any Paying Agent to call all or any part of the Notes of a particular Series for redemption and to give notice of redemption in the manner set forth in this Section, such notice to be in the name of the Company or its own name as the Trustee or such Paying Agent may deem advisable. In any case in which notice of redemption is to be given by the Trustee or such Paying Agent, the Company shall deliver or cause to be delivered to, or permit to remain with, the Trustee or such Paying Agent, as the case may be, such Register, transfer books or other records, or suitable copies or extracts therefrom, sufficient to enable the Trustee or such Paying Agent to give any notice by mail (at the expense of the Company) that may be required under the provisions of this Section.

SECTION 3.03 Payment Upon Redemption.

(a) If the giving of notice of redemption shall have been completed as above provided, the Notes or portions of Notes of the Series to be redeemed specified in such notice shall become due and payable on the date and at the place stated in such notice at the applicable redemption price, together with interest accrued to the date fixed for redemption and interest on such Notes or portions of Notes shall cease to accrue on and after the date fixed for redemption, unless the Company shall default in the payment of such redemption price and accrued interest with respect to any such Note or portion thereof. On presentation and surrender of such Notes on or after the date fixed for redemption at the place of payment specified in the notice, said Notes shall be paid and redeemed at the applicable redemption price for such Series, together with interest accrued thereon to the date fixed for redemption (but if the date fixed for redemption is an Interest Payment Date, the interest installment payable on such Interest Payment Date shall be payable to the registered holder at the close of business on the applicable record date pursuant to Section 2.03).

(b) Upon presentation of any Note of such Series that is to be redeemed in part only, the Company shall execute and the Trustee shall authenticate and the office or agency where the Note is presented shall deliver to the holder thereof, at the expense of the Company, a new Note of the same Series of authorized denominations in principal amount equal to the unredeemed portion of the Note so presented.

ARTICLE IV.
COVENANTS OF COMPANY

SECTION 4.01 Payment of Principal, Premium and Interest.

The Company will duly and punctually pay or cause to be paid the principal of and any premium and interest on the Notes at the time and place and in the manner provided herein and established with respect to such Notes.

SECTION 4.02 Maintenance of Office or Agency.

So long as any Notes remain Outstanding, the Company shall maintain an office or agency of the Company in the Borough of Manhattan, City or State of New York, together with such other location or locations as may be designated as provided in this Section 4.02, where (i) Notes may be presented for payment, (ii) Notes may be presented as authorized in this Indenture for registration of transfer and exchange, and (iii) notices and demands to or upon the Company in respect of the Notes and this Indenture may be given or served. Any designation of a location or locations for the foregoing purposes shall continue until the Company shall, by written notice signed by the Chairman of the Board of Directors, the Vice Chairman, the President or any Vice President and delivered to the Trustee, designate some

other office or agency for such purposes or any of them. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, notices and demands may be made or served at the Trustee's Corporate Office, and the Company hereby appoints the Trustee as its agent to receive all such presentations, notices and demands.

SECTION 4.03 Paying Agents.

(a) If the Company shall appoint one or more Paying Agents for all or any Series of Notes, other than the Trustee, the Company will cause each Paying Agent to execute and deliver to the Trustee an instrument in which such agent shall agree with the Trustee, subject to the provisions of this Section:

(1) that it will hold all sums held by it as such agent for the payment of the principal of and any premium or interest on the Notes of that Series (whether such sums have been paid to it by the Company or by any other obligor of such Notes) in trust for the benefit of the Persons entitled thereto;

(2) that it will give the Trustee notice of any failure by the Company (or by any other obligor of such Notes) to make any payment of the principal of and any premium or interest on the Notes of that Series when the same shall be due and payable;

(3) that it will, at any time during the continuance of any failure referred to in the subsection (a)(2) above, upon the written request of the Trustee, forthwith pay to the Trustee all sums held in trust pursuant to subsection (a)(1); and

(4) that it will perform all other duties of Paying Agent as set forth in this Indenture and as required by the Trust Indenture Act.

(b) If the Company shall act as its own paying agent with respect to any Series of Notes, it will on or before each due date of the principal of and any premium or interest on Notes of that Series, set aside, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay such principal and any premium or interest so becoming due on Notes of that Series until such sums shall be paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee of such action, or any failure (by it or any other obligor on such Notes) to take such action. Whenever the Company shall have one or more Paying Agents for any Series of Notes, it will, prior to each due date of the principal of and any premium or interest on any Notes of that Series, deposit with the Paying Agent a sum sufficient to pay the principal and any premium or interest so

becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal, premium or interest, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of this action or failure so to act.

(c) Notwithstanding anything in this Section to the contrary, (i) the agreement to hold sums in trust as provided in this Section is subject to the provisions of Section 11.05, and (ii) the Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same terms and conditions as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

SECTION 4.04 Appointment to Fill Vacancy in Office of Trustee.

The Company, whenever necessary to avoid or fill a vacancy in the office of Trustee, will appoint a Trustee, in the manner provided in Section 7.10, so that there shall at all times be a Trustee hereunder.

SECTION 4.05 Consolidation, Merger, Conveyance of Assets.

The Company will not, while any of the Notes remain Outstanding, consolidate with or merge into any other Person, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets to any other Person, unless each of the following shall be satisfied:

(1) the Person formed by such consolidation or into which the Company is merged, or the Person which acquires by conveyance or transfer or which leases all or substantially all of the properties and assets of the Company (any of the foregoing Persons, a "Successor") shall be a corporation organized and validly existing under the laws of the United States of America, any state thereof, or the District of Columbia;

(2) the Successor shall expressly assume, by executing an indenture supplemental to this Indenture (which supplemental indenture shall be executed and delivered to the Trustee and shall be in form satisfactory to the Trustee), the due and punctual payment of the principal of, interest and premium (if any) on all of the Notes and the performance of every covenant of this Indenture, as supplemented by any and

all indentures supplemental thereto, required to be performed or observed on the part of the Company; and

(3) immediately after giving effect to such transaction, no Event of Default or Default shall have occurred and be continuing.

The Trustee may require that the Company deliver an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer or lease and the supplemental indenture required in connection with such transaction complies with this Section 4.05 and that all conditions precedent herein provided for relating to such transaction have been complied with. The liabilities and obligations of the Company and the Successor following such consolidation, merger, conveyance, transfer or lease and the execution of the supplemental indenture required in connection therewith shall be governed by Section 10.01.

SECTION 4.06 Restrictions on Liens.

(a) The Company will not, nor will it permit any Subsidiary to, issue, assume, guarantee or create any Debt secured by any Lien upon any Operating Property, or upon any shares of stock or Debt of any Subsidiary (whether such Operating Property, shares of stock or Debt is now owned or hereafter acquired), without in such case effectively securing, concurrently with the issuance, assumption or guaranty of any such Debt, the Notes (together with, if the Company shall so determine, any other Debt of or guaranteed by the Company or such Subsidiary ranking equally with the Notes and then existing or thereafter created) equally and ratably with such Debt.

(b) Notwithstanding anything in this Indenture to the contrary, the provisions of subsection (a) shall not apply to:

(1) Any Lien on Operating Property that is acquired, constructed or improved by the Company or any Subsidiary after the date of this Indenture, where such Lien is granted to secure Debt that is: (i) issued, assumed or guaranteed within 180 days after such acquisition, completion of construction or improvement; and (ii) incurred to finance such acquisition, construction or improvement.

(2) Any Lien existing on any Operating Property at the time of the acquisition of said Operating Property by the Company or any Subsidiary, or any Lien on stock or Debt of any Subsidiary existing at the time that said Subsidiary became a Subsidiary.

(3) Any Lien on any Operating Property, stock or Debt that is acquired from a Person that is consolidated with, merged with or merged into the Company or any Subsidiary which is existing at the time of such acquisition.

(4) Any Lien on any Operating Property to secure Debt of a Subsidiary to the Company or to another Subsidiary.

(5) Any Lien in existence on the date of this Indenture.

(6) Any Lien in favor of the United States of America or any state thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any state thereof arising as a matter of law to secure payment of customs duties in connection with the importation of goods.

(7) Any pledge or deposit in connection with workers' compensation, unemployment insurance and similar legislation and any deposit securing liability to insurance carriers under insurance or self-insurance arrangements.

(8) Any Lien for taxes, assessments, governmental charges or levies not yet due or which are being contested in good faith.

(9) Any Lien imposed by law, such as carrier's, warehousemen's, mechanic's, landlord's, materialmen's, repairmen's or other similar Liens.

(10) Any Lien securing Debt incurred to extend, renew or replace, in whole or in part, Debt secured by any Lien, provided that: (i) the principal amount of Debt secured thereby shall not exceed the original principal amount of the Debt so secured; and (ii) such extension, renewal or replacement shall be limited to all or a part of the property that secured the Debt so extended, renewed or replaced plus improvements on such property.

(c) In addition to the foregoing, notwithstanding the provisions of subsection (a) and Section 4.07, the Company and its Subsidiaries may issue, assume, guarantee or create Debt secured by a Lien upon any Operating Property or shares of stock or Debt of any Subsidiary or enter into a Sale and Leaseback Transaction involving any Operating Property without equally and ratably securing the Notes if the sum of (1) the amount of the Debt secured by Liens otherwise prohibited by subsection (a) of this Section and (2) the Attributable Debt of all Sale and Leaseback Transactions otherwise prohibited by Section 4.07 does not exceed at the time 10% of Consolidated Net Tangible Assets.

(d) If at any time the Company or any Subsidiary shall issue, assume, guarantee or create any Debt secured by any Lien upon any Operating Property or shares of stock or Debt of any Subsidiary and if subsection (a) of this Section requires that the Notes be secured equally and ratably with such Debt, the Company will promptly execute, at its expense, any instruments necessary to so equally and ratably secure such Notes and deliver the same to the Trustee together with:

(i) an Officers' Certificate stating that the covenant of the Company contained in subsection 4.06(a) has been complied with; and

(ii) an Opinion of Counsel to the effect that such covenant of the Company has been complied with, and that any instruments executed by the Company in the performance of the same comply with the requirements of such covenant.

(e) If the Company shall hereafter secure the Notes equally and ratably with any other Debt pursuant to the provisions of this Section 4.06, the Trustee is hereby authorized to enter into an indenture or supplemental indenture and to take such action, if any, as it may deem advisable to enable it to enforce effectively the rights of the holders of the Notes so secured, equally and ratably with such other Debt.

SECTION 4.07 Limitations on Sale and Leaseback Transactions.

Subject to the provisions of Section 4.06(c), the Company will not, nor will it permit any Subsidiary to, enter into any Sale and Leaseback Transaction involving any Operating Property, unless within 120 days of the effective date of such Sale and Leaseback Transaction, the Company or such Subsidiary applies or causes to be applied an amount equal to the greater of (i) the fair market value of the Operating Property so sold and leased back at the time of entering into such Sale and Leaseback Transaction (as determined by the Board of Directors) and (ii) the net proceeds of the sale of the Operating Property sold and leased back pursuant to such Sale and Leaseback Transaction, to:

(a) the prepayment or retirement (other than mandatory prepayment or retirement) of Funded Debt of the Company or any Subsidiary, or

(b) the purchase of other property that will constitute Operating Property.

The foregoing restriction shall not apply to a Sale and Leaseback Transaction, if:

(i) the Company or such Subsidiary would be entitled, pursuant to Section 4.06(b)(1) through (10) or Section 4.06(c), to issue, assume or guarantee Debt in an amount equal to the Attributable Debt of the Sale and Leaseback Transaction secured by the Operating Property without being required to equally and ratably secure the Notes;

(ii) such Sale and Leaseback Transaction is between the Company and a Subsidiary or between Subsidiaries; or

(iii) such Sale and Leaseback Transaction involves taking back a lease for a period of three years or less (including renewals).

SECTION 4.08 Statement by Officers as to Default.

The Company will deliver to the Trustee, within 120 days after the end of each fiscal year of the Company ending after the date hereof, an Officers' Certificate signed by its principal executive officer, principal financial officer or principal accounting officer stating whether or not to the best knowledge of the signer thereof the Company is in default in the performance and observance of any of the terms, provisions and conditions of this Indenture, and if the Company shall be in default, specifying all such defaults and the nature and status thereof of which they may have knowledge.

ARTICLE V.
NOTEHOLDERS' LISTS AND REPORTS BY THE COMPANY AND THE TRUSTEE

SECTION 5.01 Company to Furnish Trustee Names and Addresses of Noteholders.

The Company will furnish or cause to be furnished to the Trustee (a) promptly following each regular record date for Notes of a Series, a list, in such form as the Trustee may reasonably require, of the names and addresses of the holders of each Series of Notes as of such regular record date, provided that the Company shall not be obligated to furnish or cause to furnish such list at any time that the list shall not differ in any respect from the most recent list furnished to the Trustee by the Company and (b) at such other times as the Trustee may request in writing within 30 days after the receipt by the Company of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished; provided, however, that, in either case, no such list need be furnished for any Series of Notes for which the Trustee shall be the Registrar.

SECTION 5.02 Preservation of Information; Communications with Noteholders.

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of Notes contained in the most recent list furnished to it as provided in Section 5.01 and as to the names and addresses of holders of Notes received by the Trustee in its capacity as Registrar (if acting in such capacity).

(b) The Trustee may destroy any list furnished to it as provided in Section 5.01 upon receipt of a new list so furnished.

(c) Noteholders may communicate as provided in Section 312(b) of the Trust Indenture Act with other Noteholders with respect to their rights under this Indenture or under the Notes. The Company, the Trustee, the Registrar and anyone else shall have the protection of Section 312(c) of the Trust Indenture Act.

SECTION 5.03 Reports by the Company.

(a) The Company covenants and agrees to file with the Trustee, within 30 days after the Company is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) that the Company may be required to file with the Commission pursuant to Section 13 or Section 15(d) of the Exchange Act; or, if the Company is not required to file information, documents or reports pursuant to either of such sections, then to file with the Trustee and the Commission, in accordance with the rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents and reports that may be required pursuant to Section 13 of the Exchange Act, in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations.

(b) The Company covenants and agrees to file with the Trustee and the Commission, in accordance with the rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture as may be required from time to time by such rules and regulations.

(c) The Company covenants and agrees to transmit by mail, first-class postage prepaid, or reputable over-night delivery service that provides for evidence of receipt, to the Noteholders, as their names and addresses appear upon the Register, within 30 days after the

filing thereof with the Trustee, such summaries of any information, documents and reports required to be filed by the Company pursuant to subsections (a) and (b) of this Section as may be required by rules and regulations prescribed from time to time by the Commission.

SECTION 5.04 Reports by the Trustee.

(a) On or before July 15 in each year beginning July 15, 2001 in which any of the Notes are Outstanding, the Trustee shall transmit by mail, first-class postage prepaid, to the Noteholders, as their names and addresses appear upon the Register, a brief report dated as of the preceding May 15, if and to the extent required under Section 313(a) of the Trust Indenture Act.

(b) The Trustee shall comply with Section 313(b) and 313(c) of the Trust Indenture Act.

(c) A copy of each such report shall, at the time of such transmission to Noteholders, be filed by the Trustee with the Company and also with the Commission.

ARTICLE VI.
REMEDIES OF THE TRUSTEE AND NOTEHOLDERS
ON EVENT OF DEFAULT

SECTION 6.01 Events of Default.

(a) Whenever used herein with respect to Notes of a particular Series, "Event of Default" means any one or more of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) the Company defaults in the payment of any installment of interest upon any of the Notes of that Series as and when the same shall become due and payable, and continuance of such default for a period of 30 days;

(2) the Company defaults in the payment of the principal of (or premium, if any, on) any of the Notes of that Series as and when the same shall become due and payable whether at maturity, upon redemption, by declaration or otherwise;

(3) the Company fails to observe or perform any other of its covenants or agreements with respect to that Series contained in this Indenture or in any indenture supplemental hereto or otherwise established with respect to that Series pursuant to

Section 2.01 hereof (other than a covenant or agreement that has been expressly included in this Indenture solely for the benefit of one or more Series of Notes other than such Series) for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied and stating that such notice is a "Notice of Default" hereunder, shall have been given to the Company by the Trustee, by registered or certified mail, or to the Company and the Trustee by the holders of at least 25% in principal amount of the Notes of that Series at the time Outstanding;

(4) the Company pursuant to or within the meaning of any Bankruptcy Law (i) commences a voluntary case; (ii) consents to the entry of an order for relief against it in an involuntary case; (iii) consents to the appointment of a Custodian for it or for all or substantially all of its property; (iv) makes a general assignment for the benefit of its creditors; (v) admits in writing its inability to pay its debts generally as they become due; or (vi) takes corporate action in furtherance of any of the foregoing actions;

(5) a court of competent jurisdiction enters an order under any Bankruptcy Law that (i) is for relief against the Company in an involuntary case, (ii) appoints a Custodian of the Company for all or substantially all of its property, or (iii) orders the liquidation of the Company, and the order or decree remains unstayed and in effect for 90 days;

(6) a default or event of default shall exist or occur with respect to Debt of the Company or any Subsidiary in excess of $10 million, which default or event of default shall fail to be waived, rescinded or cured, or said Debt shall fail to be discharged, within 10 days; or

(7) any event that constitutes an "Event of Default" under the terms governing Notes of a particular Series established as provided in Section 2.01.

(b) In each and every such case, unless the principal of all the Notes of the Series affected by such Event of Default shall have already become due and payable, either the Trustee or the holders of not less than 25% in aggregate principal amount of the Outstanding Notes of that Series, by notice in writing to the Company (and to the Trustee if given by such Noteholders), may declare the principal (or, with respect to any Notes which are Original Issue Discount Notes, such portion of the principal amount as may be specified in the terms thereof) of all the Notes of that Series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, notwithstanding anything contained in this Indenture or in the Notes to the contrary.

(c) At any time after the principal of the Notes of that Series shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, the holders of a majority in aggregate principal amount of the Outstanding Notes of that Series, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if: (i) the Company has paid or deposited with the Trustee a sum sufficient to pay all matured installments of interest upon all the Notes of that Series and the principal of (and premium, if any, on) any and all Notes of that Series that shall have become due otherwise than by acceleration (with interest upon such principal and premium, if any, and, to the extent that such payment is enforceable under applicable law, upon overdue installments of interest, at the rate per annum or Yield to Maturity (in the case of Original Issue Discount Notes) expressed in the Notes of that Series (or at the respective rates of interest or Yields to Maturity of all the Notes, as the case may be) to the date of such payment or deposit) and the amount payable to the Trustee under Section 7.06, and (ii) any and all Events of Default under this Indenture with respect to such Series, other than the non-payment of principal on Notes of that Series (or, with respect to any Notes which are Original Issue Discount Notes, such portion of the principal as may be specified in the terms thereof) that shall not have become due by their terms, shall have been remedied or waived as provided in Section 6.06.

No such rescission and annulment shall extend to or shall affect any subsequent default or impair any right consequent thereon.

(d) In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned because of rescission or annulment under Section 6.01(c) or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall be restored respectively to their former positions and rights hereunder, and all rights, remedies and powers of the Company and the Trustee shall continue as though no such proceedings had been taken.

SECTION 6.02 Collection of Indebtedness and Suits for Enforcement by Trustee.

(a) The Company covenants that (1) in case it shall default in the payment of any installment of interest on any of the Notes of a Series, and such default shall have continued for a period of 30 days, or (2) in case it shall default in the payment of the principal of (or premium, if any, on) any of the Notes of a Series when the same shall have become due and payable, whether upon maturity of such Notes or upon redemption or upon declaration or otherwise, then, upon demand of the Trustee, the Company will pay to the Trustee, for the benefit of the holders of the Notes of that Series, the whole amount that then shall have been become due and payable on all such Notes for principal (and premium, if any) or interest, or

both, as the case may be, with interest upon the overdue principal (and premium, if any) and (to the extent that payment of such interest is enforceable under applicable law) upon overdue installments of interest at the rate per annum or Yield to Maturity (in the case of Original Issue Discount Notes) expressed in the Notes of that Series; and, in addition thereto, such further amount as shall be sufficient to cover the reasonable costs and expenses of collection, and the amount payable to the Trustee under Section 7.06.

(b) If the Company shall fail to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Company or other obligor upon the Notes of that Series and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Company or other obligor upon the Notes of that Series, wherever situated.

(c) In case of any receivership, insolvency, liquidation, bankruptcy, reorganization, readjustment, arrangement, composition or judicial proceedings affecting the Company, or its creditors or property, the Trustee shall have power to intervene in such proceedings and take any action therein that may be permitted by the court and shall (except as may be otherwise provided by law) be entitled to file such proofs of claim and other papers and documents as may be necessary or advisable in order to have the claims of the Trustee and of the Noteholders allowed for the entire amount due and payable by the Company under this Indenture at the date of institution of such proceedings and for any additional amount that may become due and payable by the Company after such date, and to collect and receive any moneys or other property payable or deliverable on any such claim, and to distribute the same after the deduction of the amount payable to the Trustee under Section 7.06; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized by each of the Noteholders to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to such Noteholders, to pay to the Trustee any amount due it under Section 7.06.

(d) All rights of action and of asserting claims under this Indenture or under the Notes of any Series may be enforced by the Trustee without the possession of any of such Notes, or the production thereof at any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for payment to the Trustee of any amounts due under Section 7.06, be for the ratable benefit of the Noteholders of such Series.

In case of an Event of Default hereunder, the Trustee may in its discretion proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any of such rights, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture or in aid of the exercise of any power granted in this Indenture, or to enforce any other legal or equitable right vested in the Trustee by this Indenture or by law.

Nothing contained herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment or composition affecting the Notes of any Series or the rights of any holder thereof or to authorize the Trustee to vote in respect of the claim of any Noteholder in any such proceeding.

SECTION 6.03 Application of Moneys Collected.

Any moneys collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such moneys on account of principal (or premium, if any) or interest, upon presentation of the Notes of the applicable Series and notation thereon the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: To the payment of costs and expenses of collection and of all amounts payable to the Trustee under Section 7.06; and

SECOND: To the payment of the amounts then due and unpaid upon the Outstanding Notes of such Series for principal and any premium and interest, in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Outstanding Notes for principal and any premium and interest, respectively.

SECTION 6.04 Limitation on Suits.

No holder of any Note of any Series shall have any right by virtue or by availing of any provision of this Indenture to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Indenture or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless (i) such holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof with respect to the Notes of such Series, specifying such Event of Default, as hereinbefore provided; (ii) the holders of not less than 25% in aggregate principal amount of the Notes of such Series then

Outstanding shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as trustee hereunder; (iii) such holder or holders shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby; and (iv) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity, shall have failed to institute any such action, suit or proceeding; and (v) during such 60 day period, the holders of a majority in principal amount of the Notes of such Series do not give the Trustee a direction inconsistent with the request.

Notwithstanding anything contained herein to the contrary, the right of any holder of any Note of any Series to receive payment of the principal of and any premium and (subject to Section 2.03) interest on such Note, as therein provided, on or after the respective due dates expressed in such Note (or in the case of redemption, on the redemption date), or to institute suit for the enforcement of any such payment on or after such respective dates or redemption date, shall not be impaired or affected without the consent of such holder and by accepting a Note hereunder it is expressly understood, intended and covenanted by the taker and holder of every Note of such Series with every other such taker and holder and the Trustee, that no one or more holders of Notes of any Series shall have any right in any manner whatsoever by virtue or by availing of any provision of this Indenture to affect, disturb or prejudice the rights of the holders of any other Notes of such Series, or to obtain or seek to obtain priority over or preference to any other such holder, or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all holders of Notes of such Series. For the protection and enforcement of the provisions of this Section, each and every Noteholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

SECTION 6.05 Rights and Remedies Cumulative; Delay or Omission Not Waiver.

(a) Except as otherwise provided in Section 2.07, all powers and remedies given by this Article to the Trustee or to the Noteholders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any other powers and remedies available to the Trustee or the holders of the Notes, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained in this Indenture or otherwise established with respect to such Notes.

(b) No delay or omission of the Trustee or of any holder of any of the Notes to exercise any right or power accruing upon any Event of Default occurring and continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein; and, subject to the provisions of Section 6.04, every

power and remedy given by this Article or by law to the Trustee or the Noteholders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Noteholders.

SECTION 6.06 Control by Noteholders.

The holders of a majority in aggregate principal amount of the Notes of any Series at the time Outstanding, determined in accordance with Section 8.04, shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee with respect to the Notes of such Series; provided, however, that such direction shall not be in conflict with any rule of law or with this Indenture or be unduly prejudicial to the rights of holders of Notes of such Series not consenting; and provided, further, that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction. Prior to the taking of any action hereunder, the Trustee shall be entitled to reasonable indemnification satisfactory to the Trustee against all losses and expenses caused by taking or not taking such action. Subject to the provisions of Section 7.01, the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall, by a Responsible Officer or Officers of the Trustee, determine that the proceeding so directed would involve the Trustee in personal liability. The holders of a majority in aggregate principal amount of the Notes of any Series at the time Outstanding affected thereby, determined in accordance with Section 8.04, may on behalf of the holders of all of such Notes waive any past default in the performance of any of the covenants contained herein or in any indenture supplemental hereto or established pursuant to Section 2.01 with respect to such Series and its consequences, except a default in the payment of the principal of or any premium or interest on, any of such Notes as and when the same shall become due by the terms of such Notes otherwise than by acceleration (unless such default has been cured and a sum sufficient to pay all matured installments of interest and principal and any premium has been deposited with the Trustee (in accordance with Section 6.01(c)). Upon any such waiver, the default covered thereby shall be deemed to be cured for all purposes of this Indenture and the Company, the Trustee and the holders of such Notes shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 6.07 Undertaking to Pay Costs.

All parties to this Indenture agree, and each Noteholder by such holder's acceptance of a Note shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant

in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by any Noteholder, or group of Noteholders, holding more than 10% in aggregate principal amount of the Outstanding Notes of any Series, or to any suit instituted by any Noteholder for the enforcement of the payment of the principal of (or premium, if any) or interest on any Note of any Series, on or after the due date(s) expressed in such Note or established pursuant to this Indenture.

SECTION 6.08 Restoration of Rights and Remedies

If the Trustee or any holder of Notes of any Series has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Noteholder, then and in every such case, subject to any determination in such proceeding, the Company, the Trustee and the holders of Notes of such Series shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the holders of Notes of such Series shall continue as though no such proceeding had been instituted.

ARTICLE VII.
CONCERNING THE TRUSTEE

SECTION 7.01 Certain Duties and Responsibilities of Trustee.

(a) The Trustee, prior to the occurrence of an Event of Default with respect to the Notes of a Series and after the curing of all Events of Default with respect to Notes of that Series that may have occurred, shall undertake to perform with respect to the Notes of such Series such duties and only such duties as are specifically set forth in this Indenture and provided by the Trust Indenture Act, and no implied covenants shall be read into this Indenture against the Trustee. In case an Event of Default with respect to the Notes of a Series has occurred (that has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) prior to the occurrence of an Event of Default with respect to the Notes of a Series and after the curing or waiving of all Events of Default with respect to Notes of that Series that may have occurred:

(i) the duties and obligations of the Trustee with respect to Notes of that Series shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable with respect to Notes of that Series except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on the part of the Trustee, the Trustee may with respect to Notes of that Series conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Responsible Officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority in principal amount of the Notes of any Series at the time Outstanding (determined as provided in Section 8.04) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture with respect to Notes of that Series; and

(4) None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it under the terms of this Indenture or adequate indemnity against such risk is not reasonably assured to it.

SECTION 7.02 Certain Rights of Trustee.

Except as otherwise provided in Section 7.01:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) Any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by a Board Resolution or an instrument signed in the name of the Company by the Chairman of the Board of Directors, the Vice Chairman, the President or any Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer thereof (unless other evidence in respect thereof is specifically prescribed herein);

(c) The Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted hereunder in good faith and in reliance thereon;

(d) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Noteholders pursuant to the provisions of this Indenture, unless such Noteholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby; nothing contained herein shall, however, relieve the Trustee of the obligation, upon the occurrence of an Event of Default with respect to a Series of the Notes (that has not been cured or waived), to exercise with respect to the Notes of that Series such of the rights and powers vested in it by this Indenture, and to use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs;

(e) The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture;

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond, security, or other papers or documents, unless requested in writing so to do by the holders of not less than a majority in principal amount of the Outstanding Notes of the particular Series affected thereby (determined as provided in

Section 8.04); provided, however, that if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not reasonably assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require reasonable indemnity against such costs, expenses or liabilities as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Company or, if paid by the Trustee, shall be repaid by the Company upon demand; and

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 7.03 Trustee Not Responsible for Recitals or Indenture or Notes.

(a) The recitals contained herein and in the Notes shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same.

(b) The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Notes.

(c) The Trustee shall not be accountable for the use or application by the Company of any of the Notes or of the proceeds of such Notes, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Indenture or established pursuant to Section 2.01, or for the use or application of any moneys received by any Paying Agent other than the Trustee.

SECTION 7.04 May Hold Notes.

The Trustee or any Paying Agent or Registrar, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights it would have if it were not Trustee, Paying Agent or Registrar.

SECTION 7.05 Moneys Held in Trust.

Subject to the provisions of Section 11.05, all moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law.

The Trustee shall be under no liability for interest on any moneys received by it hereunder except such as it may agree with the Company to pay thereon.

SECTION 7.06 Compensation and Reimbursement.

(a) The Company covenants and agrees to pay to the Trustee, and the Trustee shall be entitled to, such reasonable compensation (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), as the Company and the Trustee may from time to time agree in writing, for all services rendered by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustee, and, except as otherwise expressly provided herein, the Company will pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence or bad faith. The Company also covenants to indemnify the Trustee (and its officers, agents, directors and employees) for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee and arising out of or in connection with the acceptance or administration of this trust, including the reasonable costs and expenses of defending itself against any claim of liability in the premises.

(b) The obligations of the Company under this Section to compensate and indemnify the Trustee and to pay or reimburse the Trustee for reasonable expenses, disbursements and advances shall constitute additional indebtedness hereunder. Such additional indebtedness shall be secured by a lien prior to that of the Notes upon all property and funds held or collected by the Trustee as such, except funds held in trust for the benefit of any Noteholders.

SECTION 7.07 Reliance on Officers' Certificate.

Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting to take any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee and such certificate, in the absence of negligence or bad faith on the part of the Trustee, shall be full warrant to the Trustee for any action taken, suffered or omitted to be taken by it under the provisions of this Indenture upon the faith thereof.

SECTION 7.08 Disqualification; Conflicting Interests.

If the Trustee has or shall acquire any "conflicting interest" within the meaning of Section 310(b) of the Trust Indenture Act, the Trustee and the Company shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act.

SECTION 7.09 Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee with respect to the Notes issued hereunder which shall at all times be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, or a corporation or other Person permitted to act as trustee by the Commission, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000, and subject to supervision or examination by Federal, State, Territorial, or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Company may not, nor may any Person directly or indirectly controlling, controlled by, or under common control with the Company, serve as Trustee. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 7.10.

SECTION 7.10 Resignation and Removal; Appointment of Successor.

(a) The Trustee or any successor hereafter appointed may at any time resign by giving written notice thereof to the Company and by transmitting notice of resignation by mail, first-class postage prepaid, to the Noteholders, as their names and addresses appear upon the Register. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by or pursuant to a Board Resolution. If no successor trustee shall have been so appointed and have accepted appointment within 30 days after the mailing of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Noteholder who has been a bona fide holder of a Note or Notes for at least six months may on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(b) In case at any time any one of the following shall occur:

(1) the Trustee shall fail to comply with the provisions of Section 7.08 after written request therefor by the Company or by any Noteholder who has been a bona fide holder of a Note or Notes for at least six months; or

(2) the Trustee shall cease to be eligible in accordance with the provisions of Section 7.09 and shall fail to resign after written request therefor by the Company or by any such Noteholder; or

(3) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or commence a voluntary bankruptcy proceeding, or a receiver of the Trustee or of its property shall be appointed or consented to, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation;

then, in any such case, the Company may remove the Trustee and appoint a successor trustee by or pursuant to a Board Resolution, or, unless the Trustee's duty to resign is stayed as provided herein, any Noteholder who has been a bona fide holder of a Note or Notes for at least six months may, on behalf of that holder and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The holders of a majority in aggregate principal amount of the Notes at the time Outstanding may at any time remove the Trustee by so notifying the Trustee and the Company and may appoint a successor Trustee with the consent of the Company.

(d) Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section shall become effective upon acceptance of appointment by the successor trustee as provided in Section 7.11.

(e) Any successor trustee appointed pursuant to this Section shall be appointed with respect to the Notes of all Series then Outstanding, and at any time there shall be only one Trustee with respect to the Notes.

SECTION 7.11 Acceptance of Appointment By Successor.

(a) In case of the appointment hereunder of a successor trustee with respect to all Notes, every such successor trustee so appointed shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and

thereupon the resignation or removal of the retiring Trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on the request of the Company or the successor trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor trustee all the rights, powers, and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor trustee all property and money held by such retiring Trustee hereunder.

(b) Upon request of any such successor trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor trustee all such rights, powers and trusts referred to in subsection (a).

(c) No successor trustee shall accept its appointment unless at the time of such acceptance such successor trustee shall be qualified and eligible under this Article.

(d) Upon acceptance of appointment by a successor trustee as provided in this Section, the Company shall transmit notice of the succession of such trustee hereunder by mail, first-class postage prepaid, to the Noteholders, as their names and addresses appear upon the Register. If the Company fails to transmit such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be transmitted at the expense of the Company.

SECTION 7.12 Merger, Conversion, Consolidation or Succession to Business.

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided that such corporation shall be qualified under the provisions of Section 7.08 and eligible under the provisions of Section 7.09, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. In case any Notes shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Notes so authenticated with the same effect as if such successor Trustee had itself authenticated such Notes.

SECTION 7.13 Preferential Collection of Claims Against the Company.

The Trustee shall comply with Section 311(a) of the Trust Indenture Act, excluding any creditor relationship described in Section 311(b) of the Trust Indenture Act. A Trustee

who has resigned or been removed shall be subject to Section 311(a) of the Trust Indenture Act to the extent included therein.

SECTION 7.14 Notice of Defaults.

If a Default occurs hereunder with respect to Notes of any Series, the Trustee shall give the Noteholders of such Series notice of such Default as and to the extent provided by the Trust Indenture Act; provided, however, that in the case of any Default of the character specified in Section 6.01(a)(3) no such notice to Noteholders shall be given until at least 30 days after the occurrence thereof.

ARTICLE VIII.
CONCERNING THE NOTEHOLDERS

SECTION 8.01 Evidence of Action by Noteholders.

Whenever in this Indenture it is provided that the holders of a majority or specified percentage in aggregate principal amount of the Notes of a particular Series may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action the holders of such majority or specified percentage of that Series have joined therein may be evidenced by any instrument or any number of instruments of similar tenor executed by such holders of Notes of that Series in Person or by agent or proxy appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company.

If the Company shall solicit from the Noteholders of any Series any request, demand, authorization, direction, notice, consent, waiver or other action, the Company may, at its option and in the circumstances permitted by the Trust Indenture Act, as evidenced by an Officers' Certificate, fix in advance a record date for the determination of Noteholders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other action, but the Company shall have no obligation to do so. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other action may be given before or after the record date, but only the Noteholders of record at the close of business on the record date shall be deemed to be Noteholders for the purposes of determining whether Noteholders of the requisite proportion of Outstanding Notes of that Series have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other action, and for that purpose the Outstanding Notes of that Series shall be computed as of the record date; provided, however, that no such

authorization, agreement or consent by such Noteholders on the record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after the record date.

SECTION 8.02 Proof of Execution by Noteholders.

Subject to the provisions of Section 7.01, proof of the execution of any instrument by a Noteholder (such proof will not require notarization) or his agent or proxy and proof of the holding by any Person of any of the Notes shall be sufficient if made in the following manner:

(a) The fact and date of the execution by any such Person of any instrument may be proved in any reasonable manner acceptable to the Trustee.

(b) The ownership of Notes shall be proved by the Register of such Notes or by a certificate of the Registrar thereof.

(c) The Trustee may require such additional proof of any matter referred to in this Section as it shall deem necessary.

SECTION 8.03 Who May be Deemed Owners.

Prior to the due presentment for registration of transfer of any Note, the Company, the Trustee, any Paying Agent and any Registrar may deem and treat the Person in whose name such Note shall be registered upon the books of the Company as the absolute owner of such Note (whether or not such Note shall be overdue and notwithstanding any notice of ownership or writing thereon made by anyone other than the Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and (subject to Section 2.03) interest on such Note and for all other purposes; and neither the Company nor the Trustee nor any Paying Agent nor any Registrar shall be affected by any notice to the contrary.

SECTION 8.04 Certain Notes Owned by Company Disregarded.

In determining whether the holders of the requisite aggregate principal amount of Notes of a particular Series have concurred in any direction, consent of waiver under this Indenture, the Notes of that Series that are owned by the Company or any other obligor on the Notes of that Series or by any Person directly or indirectly controlling or controlled by or under common control with the Company or any other obligor on the Notes of that Series shall be disregarded and deemed not to be Outstanding for the purpose of any such

determination, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, consent or waiver, only Notes of such Series that the Trustee actually knows are so owned shall be so disregarded. The Notes so owned that have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not a Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or any such other obligor. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

SECTION 8.05 Actions Binding on Future Noteholders.

At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 8.01, of the taking of any action by the holders of the majority or percentage in aggregate principal amount of the Notes of a particular Series specified in this Indenture in connection with such action, any holder of a Note of that Series that is shown by the evidence to be included in the Notes the holders of which have consented to such action may, by filing written notice with the Trustee, and upon proof of holding as provided in Section 8.02, revoke such action so far as concerns such Note. Except as aforesaid any such action taken by the holder of any Note shall be conclusive and binding upon such holder and upon all future holders and owners of such Note, and of any Note issued in exchange therefor, on registration of transfer thereof or in place thereof, irrespective of whether or not any notation in regard thereto is made upon such Note. Any action taken by the holders of the majority or percentage in aggregate principal amount of the Notes of a particular Series specified in this Indenture in connection with such action shall be conclusively binding upon the Company, the Trustee and all holders of Notes of that Series.

ARTICLE IX.
SUPPLEMENTAL INDENTURES

SECTION 9.01 Supplemental Indentures Without the Consent of Noteholders.

In addition to any supplemental indenture otherwise authorized by this Indenture, the Company and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act as then in effect), without the consent of the Noteholders, for one or more of the following purposes:

(a) to cure any ambiguity, defect, or inconsistency herein or in the Notes of any Series;

(b) to comply with Article X;

(c) to add to the covenants of the Company for the benefit of the holders of one or more Series of Notes or to surrender any right or power herein conferred upon the Company;

(d) to secure the Notes pursuant to the requirements of Section 4.06;

(e) to make any change that does not adversely affect the rights of any Noteholder in any material respect; or

(f) to provide for the issuance of and establish the form and terms and conditions of the Notes of any Series as provided in Section 2.01, to establish the form of any certifications required to be furnished pursuant to the terms of this Indenture or any Series of Notes, or to add to the rights of the holders of any Series of Notes.

The Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture, and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into any such supplemental indenture that affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section may be executed by the Company and the Trustee without the consent of the holders of any of the Notes at the time Outstanding, notwithstanding any of the provisions of Section 9.02.

SECTION 9.02 Supplemental Indentures With Consent of Noteholders.

With the consent (evidenced as provided in Section 8.01) of the holders of not less than a majority in aggregate principal amount of the Notes of each Series affected by such supplemental indenture or indentures at the time Outstanding, the Company, when authorized by Board Resolutions, and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act as then in effect) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture or of modifying in any manner not covered by Section 9.01 the rights of the holders of the Notes of such Series under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the holders of each Note then Outstanding affected thereby, (i) extend the fixed maturity of any Notes of any Series, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of

interest thereon, or reduce any premium payable upon the redemption thereof; (ii) reduce the amount of principal of an Original Issue Discount Note or any other Note payable upon acceleration of the maturity thereof; (iii) change the currency in which any Note or any premium or interest is payable; (iv) impair the right to enforce any payment on or with respect to any Note; (v) if the Notes are secured, change the terms and conditions pursuant to which the Notes are secured in a manner adverse to the Noteholders; (vi) grant any preference or priority of any Note or Series of Notes over any other Note or Series of Notes; (vii) reduce the percentage in principal amount of outstanding Notes the consent of whose holders is required for modification or amendment of this Indenture or for waiver of compliance with certain provisions of this Indenture or for waiver of certain defaults; (viii) reduce the requirements contained in this Indenture for quorum or voting; (ix) change any obligations of the Company to maintain an office or agency in the places and for the purposes required by the indentures; or (x) modify any of the above provisions.

It shall not be necessary for the consent of the Noteholders of any Series affected thereby under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

SECTION 9.03 Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture pursuant to the provisions of this Article or of Section 4.05(2), this Indenture shall be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Indenture of the Trustee, the Company and the holders of Notes of all Series affected thereby shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.04 Notes Affected by Supplemental Indentures.

Notes of any Series, affected by a supplemental indenture, authenticated and delivered after the execution of such supplemental indenture pursuant to the provisions of this Article or of Section 4.05(2), may bear a notation in form approved by the Company as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Notes of that Series so modified as to conform, in the opinion of the Trustee and the Company, to any modification of this Indenture contained in any such supplemental indenture may be prepared and executed by the Company, authenticated by the Trustee and delivered in exchange for the Notes of that Series then Outstanding.

SECTION 9.05 Execution of Supplemental Indentures.

Upon the request of the Company, accompanied by its Board Resolutions authorizing the execution of any such supplemental indenture, and upon the filing with the Trustee of evidence of the consent of Noteholders required to consent thereto as aforesaid, the Trustee shall join with the Company in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion but shall not be obligated to enter into such supplemental indenture. The Trustee, subject to the provisions of Section 7.01, may receive an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant to this Article is authorized or permitted by, and conforms to, the terms of this Article and that it is proper for the Trustee under the provisions of this Article to join in the execution thereof; provided, however, that such Opinion of Counsel need not be provided in connection with the execution of a supplemental indenture that establishes the terms of a Series of Notes pursuant to Section 2.01 hereof.

SECTION 9.06 Conformity with Trust Indenture Act.

Every supplemental indenture executed pursuant to this Article shall conform to the requirements of the Trust Indenture Act of 1939, as amended, in effect on such date.

ARTICLE X.
SUCCESSOR CORPORATION

SECTION 10.01 Successor Substituted.

(a) In case of any consolidation or merger of the Company or any sale, conveyance, transfer, lease or other disposition of all or substantially all of the properties and assets of the Company to any other Person to the extent permitted under Section 4.05, and upon the assumption by the successor Person, pursuant to Section 4.05(2), by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of and any premium and interest on all of the Notes then Outstanding and the due and punctual performance of all of the covenants and conditions of this Indenture and any indenture supplemental thereto, such successor Person shall succeed to and be substituted for the Company with the same effect as if it had been named as the Company herein, and thereupon the predecessor Person shall be relieved of all obligations and covenants under this Indenture and the Notes.

(b) In case of any such consolidation, merger, sale, conveyance, transfer, lease or other disposition such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued as may be appropriate.

(c) Nothing contained in this Indenture or in any of the Notes shall prevent the Company from entering into a merger in which it is the surviving corporation or from acquiring by purchase or otherwise all or any part of the property of any other Person (whether or not affiliated with the Company).

ARTICLE XI.
DISCHARGE AND DEFEASANCE

SECTION 11.01 Satisfaction and Discharge of Indenture.

If at any time: (a) the Company shall have delivered to the Trustee for cancellation all Notes of a Series theretofore authenticated (other than any Notes that shall have been destroyed, lost or stolen and that shall have been replaced or paid as provided in Section 2.07 and Notes for whose payment money or Governmental Obligations have theretofore been deposited in trust or segregated and held in trust by the Company and thereupon repaid to the Company or discharged from such trust, as provided in Section 11.05); or (b) all such Notes of a particular Series not theretofore delivered to the Trustee for cancellation shall have become due and payable, or are by their terms to become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption, and the Company shall deposit or cause to be deposited with the Trustee as trust funds an amount of money in U.S. dollars sufficient, or non-callable Governmental Obligations, the principal of and interest on which when due will be sufficient, or a combination thereof sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay at maturity or upon redemption all Notes of that Series not theretofore delivered to the Trustee for cancellation, including principal and any premium and interest due or to become due to such date of maturity or date fixed for redemption, as the case may be, and if the Company shall also pay or cause to be paid all other sums payable hereunder with respect to such Series by the Company, and shall deliver an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture with respect to such Series have been complied with, then this Indenture shall thereupon cease to be of further effect with respect to such Series except for the provisions of Sections 2.03, 2.05, 2.07, 4.01, 4.02, 4.03, and 7.10, that shall survive until the date of maturity or redemption date, as the case may be, and Sections 7.06 and 11.05, that shall survive to such date and thereafter, and the Trustee, on demand of the Company and at the cost and expense of the Company shall execute proper

instruments acknowledging satisfaction of and discharging this Indenture with respect to such Series.

SECTION 11.02 Defeasance and Covenant Defeasance.

In addition to discharge of this Indenture pursuant to Section 11.01, the Company may at its option elect at any time either to effect: (i) a defeasance and discharge of the Notes of any particular Series under Section 11.02(a) below; or (ii) a covenant defeasance of the Notes of any particular Series under Section 11.02(b) below; in each case upon compliance with the applicable conditions set forth in Section 11.02(c).

(a) Upon election by the Company to effect a defeasance and discharge of the Notes of any Series under this Section 11.02(a) and satisfaction of the conditions precedent set forth in Section 11.02(c) with respect to the Notes of such Series, the Company shall be deemed to have paid and discharged the Notes of such Series and the Company shall be deemed to have satisfied all its other obligations under such Notes and all its other obligations relating to such Notes under the Indenture, except for Sections 2.03, 2.05, 2.07, 4.01, 4.02, 4.03, 7.06, 7.10 and 11.05 of this Indenture that shall survive until the Notes of such Series mature and are paid. Thereafter, Sections 7.06 and 11.05 of this Indenture shall survive with respect to the Notes of such Series.

(b) Upon election by the Company to effect a covenant defeasance with respect to the Notes of any Series under this Section 11.02(b), the Company shall be released from its obligations under Sections 4.05, 4.06 and 4.07 of this Indenture (if applicable to such Series) and any covenants made applicable to the Notes of such Series which are subject to defeasance under the terms of any indenture supplemental hereto or the terms otherwise established with respect to such series pursuant to Section 2.01 hereof on or after the date the conditions precedent set forth in Section 11.02(c) are satisfied (hereinafter, "covenant defeasance"). For this purpose, such covenant defeasance means that the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in Sections 4.05, 4.06 or 4.07 of this Indenture (if applicable to such Series) or in any other covenant applicable to such Series which is subject to defeasance under the terms of the indenture supplemental hereto or the terms otherwise established with respect to such series pursuant to Section 2.01 hereof pertaining to such Series.

(c) The following shall be conditions precedent to the application of either Section 11.02(a) or 11.02(b):

(i) the Company shall have deposited or cause to be deposited irrevocably with the Trustee, as trust funds in trust for the purpose of making the following

payments and specifically pledged as security for and dedicated solely to the benefit of the holders of the Notes to be defeased, cash in U.S. dollars (or such other money or currencies as shall then be legal tender in the United States) and/or Governmental Obligations, which through the scheduled payment of interest and principal in respect thereof, in accordance with their terms, will provide (and without reinvestment and assuming no tax liability will be imposed on the Trustee), not later than one day before the due date of any payment of money, an amount in cash, sufficient, in the opinion of a nationally recognized firm of independent certified public accountants expressed in a written certification thereof delivered to the Trustee, to discharge principal (including premium, if any) under such Notes, and each installment of principal (including premium, if any) and interest on such Notes on the stated maturity of such principal or installment of principal or interest on the dates on which such installments of principal and interest are due, in accordance with the terms of this Indenture, any indenture supplemental thereto entered into pursuant to Section 2.01 with respect to such Notes, and such Notes;

(ii) the Company shall have delivered to the Trustee an Opinion of Counsel stating that (A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling (which ruling may be, but need not be, issued with respect to the Company) or (B) since the date of this Indenture there has been a change in the applicable Federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the holders of Outstanding Notes of such Series will not recognize income, gain or loss for Federal income tax purposes as a result of such defeasance.

(iii) no Event of Default or Default with respect to the Notes to be defeased shall have occurred and be continuing on the date of such deposit, and no such Event of Default under Sections 6.01(a) (4) or (5) or event which with the giving of notice or lapse of time, or both, would become such an Event of Default under Sections 6.01(a)(4) or (5) shall have occurred and be continuing on the 91st day after such date or, if longer, ending on the day following the expiration of the longest preference period applicable to the Company in respect of such deposit (it being understood that this condition of this subsection (iii) shall not be deemed satisfied until the expiration of such period);

(iv) such deposit will not result in a breach or violation of, or constitute a default under, this Indenture or any other agreement or instrument to which the Company is a party or by which it is bound;

(v) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for relating

to either the defeasance and discharge under Section 11.02(a) or the covenant defeasance under Section 11.02(b) (as the case may be) have been complied with;

(vi) such defeasance and discharge or covenant defeasance will not cause the Trustee to have a conflicting interest as defined in Section 7.08 or for purposes of the Trust Indenture Act with respect to any securities of the Company or result in the trust arising from such deposit to constitute an investment company under the Investment Company Act of 1940 or such trust shall be qualified under such act or exempt from regulation thereunder; and

(vii) the Company has paid or caused to be paid all other sums payable with respect to the Notes to be defeased.

SECTION 11.03 Deposited Moneys to be Held in Trust.

All moneys or Governmental Obligations deposited with the Trustee pursuant to Sections 11.01 or 11.02 shall be held in trust and shall be available for payment as due, either directly or through any Paying Agent (including the Company acting as its own paying agent), to the holders of the particular Series of Notes for the payment or redemption of which such moneys or Governmental Obligations have been deposited with the Trustee.

SECTION 11.04 Payment of Moneys Held by Paying Agents.

In connection with the satisfaction and discharge of this Indenture all moneys or Governmental Obligations then held by any Paying Agent under the provisions of this Indenture shall, upon demand of the Company, be paid to the Trustee and thereupon such Paying Agent shall be released from all further liability with respect to such moneys or Governmental Obligations.

SECTION 11.05 Repayment to Company.

Any moneys or Governmental Obligations deposited with any Paying Agent or the Trustee, or then held by the Company, in trust for payment of principal of or premium or interest on the Notes of a particular Series that are not applied but remain unclaimed by the holders of such Notes for at least two years after the date upon which the principal of and any premium or interest on such Notes shall have respectively become due and payable, shall be repaid to the Company upon delivery to the Trustee of an Officer's Certificate, provided such repayment is not in violation of state or federal law, and shall thereafter be discharged from such trust; and thereupon the Paying Agent and the Trustee shall be released from all further liability with respect to such moneys or Governmental Obligations, and the holder of any of the Notes entitled to receive such payment shall thereafter, as an

unsecured general creditor, look only to the Company for the payment thereof; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in the City of New York, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

SECTION 11.06 Reinstatement.

If the Trustee or the Paying Agent is unable to apply any money in accordance with Section 11.02 by reason of any order or judgment of any court or governmental authority enjoining, restraining, or otherwise prohibiting such application, then the Company's obligations under the Notes to be defeased shall be revived and reinstated as though no deposit had occurred pursuant to this Article XI until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 11.02; provided, however, that if the Company makes any payment of principal of (and premium, if any) or interest on any such Notes following the reinstatement of its obligations, the Company shall be subrogated to the rights of the holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE XII.
IMMUNITY OF STOCKHOLDERS, OFFICERS AND DIRECTORS

SECTION 12.01 No Recourse.

No recourse under or upon any obligation, covenant or agreement of this Indenture, or of any Note, or for any claim based thereon or otherwise in respect thereof, shall be had against any stockholder, officer or director, past, present or future as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Indenture and the obligations issued hereunder are solely corporate obligations, and that no such personal liability whatever shall attach to, or is or shall be incurred by, the stockholders, officers or directors as such, of the Company or of any predecessor or successor corporation, or any of them, because of the creation of the indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this Indenture or in any of the Notes or implied therefrom; and that

any and all such personal liability of every name and nature, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such stockholder, officer or director as such, because of the creation of the indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this Indenture or in any of the Notes or implied therefrom, are hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issuance of such Notes.

ARTICLE XIII.
MISCELLANEOUS PROVISIONS

SECTION 13.01 Effect on Successors and Assigns.

All the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 13.02 Actions by Successor.

Any act or proceeding by any provision of this Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the corresponding board, committee or officer of any Person that shall at the time be the lawful sole successor of the Company.

SECTION 13.03 Notices.

Except as otherwise expressly provided herein any notice or demand that by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the holders of Notes to or on the Company may be given or served by being deposited first-class postage prepaid in a post-office letterbox addressed (until another address is filed in writing by the Company with the Trustee) to the Company at the Corporate Office, Attention: James E. Christenson, with copies of any notice of an Event of Default to the attention of the Company's general counsel at the same address. Any notice, election, request or demand by the Company or any Noteholder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or made in writing at the Trustee's Corporate Office.

SECTION 13.04 Notice to Holders of Notes; Waiver.

Except as otherwise expressly provided herein, where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given to Noteholders if

in writing and mailed, first-class postage prepaid, to each holder of a Note affected by such event, at the address of such holder as it appears in the Register, not earlier than the earliest date, and not later than the latest date, prescribed for the giving of such notice.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice to holders of Notes by mail, then such notification as shall be made with the approval of the Trustee shall constitute sufficient notice to such holder for every purpose hereunder. In any case where notice to holders of Notes is given by mail, neither the failure to mail such notice, nor any defect in any notice mailed to any particular holder of a Note shall affect the sufficiency of such notice with respect to other holders of Notes given as provided herein.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by holders of Notes shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 13.05 Governing Law.

This Indenture and each Note shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State.

SECTION 13.06 Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 13.07 Compliance Certificates and Opinions.

(a) Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Indenture, the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with, except that in the case of any such application or demand as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or demand, no additional certificate or opinion need be furnished.

(b) Each certificate or opinion provided for in this Indenture and delivered to the Trustee with respect to compliance with a condition or covenant in this Indenture shall include (1) a statement that the Person making such certificate or opinion has read such covenant or condition and the definitions relating thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (3) a statement that, in the opinion of such Person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and (4) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

SECTION 13.08 Payments on Business Days.

Except as provided pursuant to Section 2.01 pursuant to a Board Resolution, and as set forth in an Officers' Certificate, or established in one or more indentures supplemental to this Indenture, in any case where the date of maturity of interest or principal of any Note or the date of redemption of any Note shall not be a Business Day, then payment of interest or principal (and premium, if any) may be made on the next succeeding Business Day with the same force and effect as if made on the nominal date of maturity or redemption, and no interest shall accrue for the period after such nominal date.

SECTION 13.09 Conflict with Trust Indenture Act.

If and to the extent that any provision of this Indenture limits, qualifies or conflicts with a provision of the Trust Indenture Act that is required under such Act to be a part of and to govern this Indenture, such latter provision shall control.

SECTION 13.10 Counterparts.

This Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 13.11 Separability.

In case any one or more of the provisions contained in this Indenture or in the Notes of any Series shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Indenture or of such Notes, but this Indenture and such Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

SECTION 13.12 Assignment.

The Company will have the right at all times to assign any of its rights or obligations under this Indenture to a direct or indirect wholly-owned Subsidiary of the Company, provided that, in the event of any such assignment, the Company will remain liable for all such obligations. Subject to the foregoing, this Indenture is binding upon and inures to the benefit of the parties thereto and their respective successors and assigns. This Indenture may not otherwise be assigned by the parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed all as of the day and year first above written.

HERMAN MILLER, INC.

by:

Its:

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION

by:

Its:

Exhibit 5.1

VARNUM, RIDDERING, SCHMIDT & HOWLETTLLP
A T T O R N E Y S A T L A W

BRIDGEWATER PLACE

POST OFFICE BOX 352 - GRAND RAPIDS, MICHIGAN 49501-0352
TELEPHONE 616/336-6000 - FAX 616/336-7000

May 5, 2000

Herman Miller, Inc.
855 East Main Avenue
P.O. Box 302
Zeeland, MI 49464-0302

Re: Herman Miller, Inc. Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel to Herman Miller, Inc., a Michigan corporation (the "Company"), in connection with the Registration Statement on Form S-3 (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") on May 5, 2000, under the Securities Act of 1933, as amended (the "Act"). The Registration Statement relates to the issuance and sale from time to time, pursuant to Rule 415 of the General Rules and Regulations promulgated under the Act, of the debt securities (the "Debt Securities") of the Company, with an aggregate public offering price up to $300,000,000. The Debt Securities will be unsecured and may be issued in one or more series to be issued under the indenture related to the Debt Securities (the "Indenture"), proposed to be entered into between the Company and the trustee to be named in the Registration Statement (the "Trustee").

This opinion is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Registration Statement relating to the Debt Securities; (ii) the form of Indenture; (iii) the Restated Articles of Incorporation of the Company, as amended to the date hereof (the "Articles of Incorporation"); (iv) the Bylaws of the Company, as currently in effect (the "Bylaws); and (v) certain resolutions adopted to date by the Board of Directors of the Company (the "Board of Directors") related to the registration of the Debt Securities. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other documents, certificates and records as we deemed necessary or appropriate as the basis for the opinions set forth herein.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed,

photostatic or facsimile copies and the authenticity of all originals of such latter documents. In making our examination of the executed documents or documents to be executed, we have assumed that the parties thereto, other than the Company, had or will have the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such parties of such documents and that such documents constitute or will constitute valid and binding obligations of the parties. We have assumed that the Indenture will be duly authorized, executed and delivered by the applicable Trustee and that the Debt Securities that may be issued will be manually signed by a duly authorized officer of the Trustee. In addition, we have assumed that the terms of the Debt Securities will have been established so as not to violate, conflict with or constitute a default under (i) any agreement or instrument to which the Company or its properties is subject; (ii) any law, rule or regulation to which the Company is subject (except that we do not make the assumption set forth in this clause (ii) with respect to those laws, rules and regulations of the states of New York and Michigan and of the United States of America, in each case, that in our experience, are normally applicable to transactions of the type contemplated, but without our having undertaken any special investigation with respect to other laws, rules, or regulations); (iii) any judicial or regulatory order or decree of any governmental authority; or (iv) any consent, approval, license, authorization, or validation of, or filing, recording or registration with any governmental authority. We have also assumed that the choice of New York law in the Indenture is legal and valid under the laws of other applicable jurisdictions. As to any facts material to the opinions expressed herein which were not independently established or verified, we have relied upon oral or written statements and representations of officers and other representatives of the Company and others.

We do not express any opinion as to the laws of any other jurisdiction other than the laws of the United States of America and the states of New York and Michigan to the extent referred to specifically herein.

Based on and subject to the foregoing and to the other qualifications and limitations set forth herein, we are of the opinion that:

With respect to any series of Debt Securities (the "Offered Debt Securities"), when (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), has been declared effective under the Act and the Indenture has been qualified under the Trust Indenture Act of 1939, as amended; (ii) an appropriate prospectus supplement or term sheet with respect to the Offered Debt Securities has been prepared, delivered and filed in compliance with the Act and the applicable rules and regulations thereunder; (iii) if the Offered Debt Securities are to be sold pursuant to a firm commitment underwritten offering, the underwriting agreement with respect to the Offered Debt Securities has been duly authorized, executed and delivered by the Company and the other parties thereto; (iv) the Board of Directors, including any appropriate committee appointed thereby, and appropriate officers of the Company have taken all necessary corporate action to approve the issuance and terms of the Offered Debt Securities and related matters; (v) the terms of the Offered Debt Securities and of their issuance and sale have been duly established in conformity with the applicable Indenture so as not to violate any applicable

law, the Articles of Incorporation or Bylaws of the Company or result in a default under or breach of any agreement or instrument binding upon the Company and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company; and (vi) the Offered Debt Securities have been duly executed and authenticated in accordance with the provisions of the applicable Indenture and duly delivered to the purchasers thereof upon payment of any agreed upon consideration therefor, the Offered Debt Securities, when issued and sold in accordance with the applicable Indenture and the applicable underwriting agreement, if any, or any duly authorized, executed and delivered valid and binding purchase or agency agreement, will be valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity), (c) public policy considerations which may limit the rights of parties to further remedies, and (d) governmental authority to limit, delay or prohibit the making of any payments outside the United States or in foreign currencies, currency units or composite currencies.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. We also hereby consent to the use of our name under the heading "Legal Matters" in the prospectus, which forms a part of the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent change in the facts stated or assumed herein or any subsequent changes in applicable law.

Sincerely,

/s/ VARNUM, RIDDERING, SCHMIDT & HOWLETT LLP

Exhibit 12.1

HERMAN MILLER, INC.

STATEMENT REGARDING COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

($ Thousands)	Nine Months Ended		Year Ended				
	March 4, 2000	February 27, 1999	May 29, 1999	May 30, 1998	May 31, 1997	June 1, 1996	June 3, 1995
Earnings:							
Income before taxes	$158,803	$168,145	$229,912	$209,531	$125,883	$70,096	$4,039
Fixed charges	11,214	6,260	9,352	9,840	10,419	9,647	7,586
Amortization of capitalized interest	108	54	72	-	-	-	-
Capitalized interest	-	-	(717)	-	-	-	-
Total earnings:	$170,125	$174,459	$238,619	$219,371	$136,302	$79,743	$11,625
Fixed charges:							
Interest expense	$ 9,499	$ 5,254	$ 7,295	$ 8,300	$ 8,843	$ 7,910	$ 6,299
Capitalized interest	-	-	717	-	-	-	-
Interest factor of rental expense(1)	1,448	944	1,258	1,458	1,494	1,709	1,287
Amortization of debt expense	267	62	82	82	82	28	-
Total fixed charges	$ 11,214	$ 6,260	$ 9,352	$ 9,840	$ 10,419	$ 9,647	$ 7,586
Earnings to fixed charges	15.17	27.87	25.51	22.29	13.08	8.27	1.53

(1) The interest factor of rental expense has been calculated using the implied rate of 7.7%.

EXHIBIT 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Herman Miller, Inc.:

As independent public accounts, we hereby consent to the incorporation by reference in this Form S-3 Registration Statement of our reports dated June 25, 1999, included in Herman Miller, Inc.'s Form 10-K for the year ended May 29, 1999, and to all references to our Firm included in this Registration Statement.

Grand Rapids, Michigan
May 4, 2000

EXHIBIT 25.1

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY
OF A TRUSTEE PURSUANT TO SECTION 305(B)(2)

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION
(EXACT NAME OF TRUSTEE AS SPECIFIED IN ITS CHARTER)

A NATIONAL BANKING ASSOCIATION	31-0838515 (I.R.S. EMPLOYER IDENTIFICATION NUMBER)
100 EAST BROAD STREET, COLUMBUS, OHIO (ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)	43271-0181 (ZIP CODE)

BANK ONE TRUST COMPANY, N.A.
ONE NORTH STATE STREET, 9TH FLOOR
CHICAGO, ILLINOIS 60602
ATTN: SANDRA L. CARUBA, VICE PRESIDENT AND SENIOR COUNSEL, (312) 336-9436
(NAME, ADDRESS AND TELEPHONE NUMBER OF AGENT FOR SERVICE)

HERMAN MILLER, INC.
(EXACT NAME OF OBLIGOR AS SPECIFIED IN ITS CHARTER)

MICHIGAN (STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	38-0837640 (I.R.S. EMPLOYER IDENTIFICATION NUMBER)
855 E. MAIN AVE. P.O. BOX 302 ZEELAND, MICHIGAN (ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)	49464-0302 (ZIP CODE)

DEBT SECURITIES
(TITLE OF INDENTURE SECURITIES)

ITEM 1. GENERAL INFORMATION. FURNISH THE FOLLOWING INFORMATION AS TO THE TRUSTEE:

(A) NAME AND ADDRESS OF EACH EXAMINING OR SUPERVISING AUTHORITY TO WHICH IT IS SUBJECT.

Comptroller of Currency, Washington, D.C.; Federal Deposit Insurance Corporation, Washington, D.C.; The Board of Governors of the Federal Reserve System, Washington D.C.

(B) WHETHER IT IS AUTHORIZED TO EXERCISE CORPORATE TRUST POWERS.

The trustee is authorized to exercise corporate trust powers.

ITEM 2. AFFILIATIONS WITH THE OBLIGOR. IF THE OBLIGOR IS AN AFFILIATE OF THE TRUSTEE, DESCRIBE EACH SUCH AFFILIATION.

No such affiliation exists with the trustee.

ITEM 16. LIST OF EXHIBITS. LIST BELOW ALL EXHIBITS FILED AS A PART OF THIS STATEMENT OF ELIGIBILITY.

1. A copy of the articles of association of the trustee now in effect.*

2. A copy of the certificate of authority of the trustee to commence business.*

3. A copy of the authorization of the trustee to exercise corporate trust powers.*

4. A copy of the existing by-laws of the trustee.*

5. Not Applicable.

6. The consent of the trustee required by Section 321(b) of the Act.

7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

8. Not Applicable.

9. Not Applicable.

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Bank One Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this Statement of Eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Chicago and State of Illinois, on the 13th day of April, 2000.

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION,
TRUSTEE

BY /S/ SANDRA L. CARUBA
SANDRA L. CARUBA
VICE PRESIDENT

* Exhibits 1, 2, 3, and 4 are herein incorporated by reference to Exhibits bearing identical numbers in Item 16 of the Form T-1 of Bank One Trust Company, National Association, filed as Exhibit 25 to the Registration Statement on Form S-4 of U S WEST Communications, Inc., filed with the Securities and Exchange Commission on March 24, 2000 (Registration No. 333-32124).

EXHIBIT 6

THE CONSENT OF THE TRUSTEE REQUIRED
BY SECTION 321(b) OF THE ACT

April 13, 2000

Securities and Exchange Commission
Washington, D.C. 20549

Ladies and Gentlemen:

In connection with the qualification of an indenture between Herman Miller, Inc. and Bank One Trust Company, National Association, as Trustee, the undersigned, in accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, hereby consents that the reports of examinations of the undersigned, made by Federal or State authorities authorized to make such examinations, may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION

BY: /S/ SANDRA L. CARUBA
SANDRA L. CARUBA
VICE PRESIDENT

EXHIBIT 7

Legal Title of Bank: Bank One Trust Company, N.A. Call Date: 12/31/99 State #: 391581 FFIEC 032
Address: 100 Broad Street Vendor ID: D Cert #: 21377 Page RC-1
City, State Zip: Columbus, OH 43271 Transit #: 04400003

CONSOLIDATED REPORT OF CONDITION FOR INSURED COMMERCIAL AND STATE-CHARTERED SAVINGS BANKS FOR DECEMBER 31, 1999

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding of the last business day of the quarter.

SCHEDULE RC--BALANCE SHEET

		DOLLAR AMOUNTS IN THOUSANDS RCON BIL MIL THOU	C300
ASSETS			
1. Cash and balances due from depository institutions (from Schedule RC-A):		RCON	
a. Noninterest-bearing balances and currency and coin(1)	0081	123,692	1.a
b. Interest-bearing balances(2)	0071	17,687	1.b
2. Securities			
a. Held-to-maturity securities(from Schedule RC-B, column A)	1754	0	2.a
b. Available-for-sale securities (from Schedule RC-B, column D)	1773	5,860	2.b
3. Federal funds sold and securities purchased under agreements to resell	1350	364,813	3.
4. Loans and lease financing receivables:		RCON	
a. Loans and leases, net of unearned income (from Schedule RC-C)	2122	58,020	4.a
b. LESS: Allowance for loan and lease losses	3123	10	4.b
c. LESS: Allocated transfer risk reserve	3128	0	4.c
d. Loans and leases, net of unearned income, allowance, and reserve (item 4.a minus 4.b and 4.c)	2125	RCON 58,010	4.d
5. Trading assets (from Schedule RD-D)	3545	0	5.
6. Premises and fixed assets (including capitalized leases)	2145	22,547	6.
7. Other real estate owned (from Schedule RC-M)	2150	0	7.
8. Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M)	2130	0	8.
9. Customers' liability to this bank on acceptances outstanding	2155	0	9.
10. Intangible assets (from Schedule RC-M)	2143	27,151	10.
11. Other assets (from Schedule RC-F)	2160	141,759	11.
12. Total assets (sum of items 1 through 11)	2170	761,519	12.

(1) Includes cash items in process of collection and unposted debits.
(2) Includes time certificates of deposit not held for trading.

Legal Title of Bank: Bank One Trust Company, N.A. Call Date: 12/31/99 State #: 391581 FFIEC 032
Address: 100 East Broad Street Vendor ID: D Cert #" 21377 Page RC-2
City, State Zip: Columbus, OH 43271 Transit #: 04400003

SCHEDULE RC-CONTINUED

		DOLLAR AMOUNTS IN THOUSANDS	
LIABILITIES			
13. Deposits:			
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part 1)	RCON 2200	589,846	13.a
(1) Noninterest-bearing(1)	6631	517,140	13.a1
(2) Interest-bearing	6636	72,706	13.a2
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II)			
(1) Noninterest bearing			
(2) Interest-bearing			
14. Federal funds purchased and securities sold under agreements to repurchase:	RCFD 2800	0	14
15. a. Demand notes issued to the U.S. Treasury	RCON 2840	0	15.a
b. Trading Liabilities(from Sechedule RC-D)	RCFD 3548	0	15.b
16. Other borrowed money:	RCON		
a. With original maturity of one year or less	2332	0	16.a
b. With original maturity of more than one year	A547	0	16.b
c. With original maturity of more than three years	A548	0	16.c
17. Not applicable			
18. Bank's liability on acceptance executed and outstanding	2920	0	18.
19. Subordinated notes and debentures	3200	0	19.
20. Other liabilities (from Schedule RC-G)	2930	63,244	20.
21. Total liabilities (sum of items 13 through 20)	2948	653,090	21.
22. Not applicable			
EQUITY CAPITAL			
23. Perpetual preferred stock and related surplus	3838	0	23.
24. Common stock	3230	800	24.
25. Surplus (exclude all surplus related to preferred stock)	3839	45,157	25.
26. a. Undivided profits and capital reserves	3632	62,458	26.a
b. Net unrealized holding gains (losses) on available-for-sale securities	8434	14	26.b
c. Accumulated net gains (losses) on cash flow hedges	4336	0	26.c
27. Cumulative foreign currency translation adjustments			
28. Total equity capital (sum of items 23 through 27)	3210	108,429	28.
29. Total liabilities, limited-life preferred stock, and equity capital (sum of items 21, 22, and 28)	3300	761,519	29.

Memorandum

To be reported only with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external Number auditors as of any date during 1996.....RCFD 6724.....N/A M.1.

1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank

2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing

4 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)

5 = Review of the bank's financial statements by external auditors

standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)

6 = Compilation of the bank's financial statements by external auditors

7 = Other audit procedures (excluding tax preparation work)

3 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)

8 = No external audit work

(1) Includes total demand deposits and noninterest-bearing time and savings deposits.

Exhibit Number	Description of Exhibits
1.1	Form of Underwriting Agreement.
4.1	Form of Indenture.
4.3	The form of any debt security with respect to each particular series of debt securities issued hereunder will be filed as an exhibit to a current report of HMI and incorporated in this registration statement by reference.
5.1	Opinion of Varnum, Riddering, Schmidt & Howlett LLP.
12.1	Statement regarding Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of Arthur Andersen LLP, Independent Accountants.
23.2	Consent of Varnum, Riddering, Schmidt & Howlett LLP (included in Exhibit 5.1).
25.1	Statement of Eligibility on Form T-1 under the Trust Indenture Act of 1939, as amended, of Bank One Trust Company, National Association, as Trustee under the Indenture.