

BILL OF SALE FOR USED EQUIPMENT

This Bill of Sale (herin so called) is made as of this _____ day of August, between ("Buyer"), and Leggett & Platt ("Seller").

Witnesseth:

NOW, THEREFORE for good and valuable consideration, receipt of which is herby acknowledged:

1. Seller does herby sell, transfer, convey, assign, deliver and vest in Buyer, its successors and assigns forever, all of their right, title and interest in and to the "Property" described on Exhibit A hereto.
2. Seller represents and warrants to Buyer that Seller owns the Property free and clear of all liens, security interests, claims and encumbrances. Seller shall defend Buyer's title to the Property against the claims and demands of all persons.
3. Buyer has examined the Property listed on Exhibit A and acknowledges that such Property is being sold **"AS IS, WHERE IS" and "WITH ALL FAULTS"**. SELLER DISCLAIMS ALL WARRANTIESM EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (INCLUDING WITHOUT LIMITATION SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOST PROFITS,K BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE PROPERTY.
4. Buyer agree to indemnify, defend and hold Seller harmless against all liabilities, losses, claims, damages, injuries and costs which Seller may incur after the date hereof relating in any manner whatsoever to the Property, including without to be the broadest indemnity permitted by law.
5. This instrument shall be binding upon, inure to the benefit of and be enforceable by Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the day and year first written above.

SELLER:

By: _____

Title: _____

BUYER:

By: _____

Title: _____

**SUPPLEMENTAL TERMS OF AUCTION
ACCESS, REMOVAL, USE OF EQUIPMENT**

The additional terms below apply to the auction conducted by Asset Auctions (the "Auction") on behalf of Leggett & Platt, Incorporated or any of its subsidiaries or affiliates (collectively "L&P"). All persons who register to participate in the Auction (each a "bidder") agrees, by such registration, to these additional terms. "Equipment" means any machinery or other item offered for sale by any L&P entity at the Auction.

1. L&P expects to grant limited access to its facilities to allow inspection of the Equipment before the Auction or disconnection and removal of the Equipment by the successful Bidder. During such access, a Bidder may learn or receive documents or information, whether tangible or intangible, that L&P deems confidential (the "Confidential Information"). Confidential Information includes, without limitation, information not generally known or disclosed to the public relating to L&P's present, past or future products, manufacturing procedures, processes, methods, equipment, compositions, raw materials, technology, inventions, formulas, trade secrets, finances, information systems, accounting, engineering, marketing, merchandising, personnel, research and development programs, purchasing, sales methods, business records,

suppliers, contracts, costs of production and overhead, customer lists, customer names and requirements, and other confidential, technical, business or market information or data. Bidder shall not use, copy, reproduce, or disclose any Confidential Information without the prior written consent of L&P. Bidder agrees to comply with all rules specified by L&P for access to Confidential Information or facilities of L&P.

2. Each Bidder, for itself and each of its employees, affiliates, successors, and assigns, hereby releases and agrees to defend, indemnify, and hold harmless L&P and its employees, agents and affiliates from any and all losses, claims, damages, liabilities, and other costs of any kind (including reasonable attorneys fees) arising out of or related to any access to an L&P facility and/or inspection, disconnection, removal, transportation, or use of the Equipment, whether or not occasioned by the alleged negligence or fault of L&P or its employees, agents, or affiliates.

3. Bidder acknowledges that the Equipment is sold **AS IS, WHERE IS, AND WITH ALL FAULTS**, and that L&P and Asset Auctions make no representations, warranties, or covenants regarding the condition, suitability, safety, or usability of the Equipment. L&P DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. Bidder shall be solely responsible for inspecting the Equipment and determining whether the same is in good and safe condition and is suitable for the uses intended by Bidder. In no event shall L&P be liable for any damages (including without limitation any special or consequential damages) arising out of the use of the Equipment or any inability to use the Equipment.

4. Nothing in this document shall obligate L&P to sell or offer to sell any Equipment. Such obligations will arise only if and when L&P accepts a bid and receives full payment from the successful Bidder. L&P reserves the right to require full payment prior to conveying title or disconnection or removal of Equipment. Upon receipt of such payment, the L&P entity which owns the Equipment will sign and deliver a Bill of Sale which may reflect the terms stated herein and such other terms and conditions specified by such L&P entity. Risk of loss to the Equipment shall pass to Bidder at the time the bid is accepted by such L&P entity. The successful Bidder shall fully and properly disconnect and remove the Equipment, at Bidder's expense, within fourteen (14) days of purchase or such other date as L&P may agree. Bidder shall be responsible for all damages and injuries suffered by L&P and its employees and affiliates in connection with such disconnection and removal.

5. The obligations of Bidder under this document shall survive any purchase of Equipment and any purported expiration or termination of this document. This document is governed by Missouri Law, and Bidder consents to jurisdiction in Missouri for all purposes related to this document. Although the electronic version of this document is

legally binding on all Bidders who register for the Auction, L&P also may require the successful bidder to execute and deliver to L&P a physical copy of this document at the time of payment for the Equipment.

Bidder

Printed Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____

Leggett & Platt, Incorporated

Printed Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____