

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) July 9, 1998

NEWELL CO.

(Exact name of registrant as specified in its charter)

Delaware

1-9608

36-3514169

(State or other
jurisdiction of

(Commission
File Number)

(IRS Employer
Identification No.)

29 East Stephenson Street, Freeport, Illinois 61032

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (815) 235-4171

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ITEM 5. OTHER EVENTS

On July 9, 1998 the Company entered into a Terms Agreement in connection with a public offering of a series of Medium -Term Notes (the "Note") under the Company's shelf Registration Statement on Form S-3 (Registration No. 33-64225).

A copy of the Terms Agreement and the Note are filed as Exhibits 1.1 and 4.1, respectively, to this Report on Form 8-K, and hereby are incorporated by reference herein.

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS.

(c) Exhibits.

(1.1) Terms Agreement, dated as of July 9, 1998, among Newell Co., Morgan Stanley Dean Witter, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Chase Securities Inc., and First Chicago Capital Markets, Inc.

(4.1) Medium-Term Fixed Rate Note, Series A dated July 14, 1998 in the original principal amount of \$250,000,000 in favor of Cede & Co.

SIGNATURE

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

Date: July 9, 1998

NEWELL CO.

By: /s/ Dale L. Matschullat

Dale L. Matschullat
Vice President - General Counsel

EXHIBIT INDEX

Exhibit No. -----	Description -----
1.1	Terms Agreement, dated as of July 9, 1998, among Newell Co., Morgan Stanley Dean Witter, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Chase Securities Inc., and First Chicago Capital Markets, Inc.
4.1	Medium-Term Fixed Rate Note, Series A dated July 14, 1998 in the original principal amount of \$250,000,000 in favor of Cede & Co.

NEWELL CO.

MEDIUM-TERM NOTES, SERIES A

U.S. \$250,000,000 OF 6.35% RESET PUT SECURITIES

TERMS AGREEMENT

July 9, 1998

Each of the Agents
 named on Schedule 1 hereto
 c/o Morgan Stanley & Co. Incorporated
 1585 Broadway, 2nd Floor
 New York, New York 10036

Ladies and Gentlemen:

Newell Co., a Delaware corporation (the "Company"), proposes to issue and sell to each of the persons named in Schedule 1 hereto (the "Agents"), subject in all respects to the terms and conditions of the Distribution Agreement dated May 3, 1996 (the "Agreement"), U.S. \$200,000,000 aggregate principal amount of its Medium-Term Notes, Series A described in the Pricing Supplement (as defined below) in the respective principal amounts set forth in the aforementioned Schedule. This agreement (this "Terms Agreement") is supplemental to the Agreement. The notes to be issued pursuant to this Terms Agreement are referred to herein as the "Notes". All terms used herein have the meanings given to them in the Agreement except as otherwise indicated.

The following terms and conditions of the Notes are more extensively described in the Company's Pricing Supplement, dated July 10, 1998, relating to the Notes (the "Pricing Supplement"):

Title:	6.35% REset Put Securities ("REPS{sm}")<*>
Trade Date:	July 9, 1998
Original Issue Date:	July 14, 1998
Principal Amount:	\$250,000,000
Price to Public:	100% of Principal Amount

<*>REPS is a service mark of Morgan Stanley Dean Witter & Co.

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Purchase Price:	99.350% of Principal Amount
Interest Rate:	To but excluding July 15, 2008, 6.35%. From and including July 15, 2008, as described in the Pricing Supplement under "ADDITIONAL TERMS - INTEREST RATE AND INTEREST PAYMENT DATES"
Form:	Book-Entry Only
Interest Payment Dates:	January 15 and July 15 of each year, commencing January 15, 1999
Maturity Date:	July 15, 2028, subject to the Call Option and Put Option referred to below
Callholder:	The Company or its assignee. Pursuant to a Securities Purchase Option Agreement, the Company will assign all its rights as Callholder to Morgan Stanley & Co. International Limited
Notes Call Option:	The Call Option set forth in the Notes. The Notes may be called by

the Callholder prior to the Maturity Date, as described in the Pricing Supplement under "ADDITIONAL TERMS - CALL OPTION; PUT OPTION"

Repayment/Put Option:

The Notes are to be subject to repayment by the Company prior to the Maturity Date, pursuant to the Put Option described in the Pricing Supplement under "ADDITIONAL TERMS - CALL OPTION; PUT OPTION"

Purchase Date and Time:

10:00 a.m., New York time, on July 14, 1998

Place for Delivery of Notes and Payment Therefor:

New York, New York

Method of Payment: Wire transfer of immediately available funds to:

The Chase Manhattan Bank
New York, New York
ABA No.: 021-000-021
Account No.: 910-2-504074
Account Name: Newell Co.

Address for notices: c/o Morgan Stanley & Co.
Incorporated
1585 Broadway, 2nd Floor
New York, NY 10036

Period during which additional debt securities may not be sold pursuant to Section 4(k) of the Agreement: From the date hereof through and including the Purchase Date.

1. On the terms and subject to the conditions of the Agreement and this Terms Agreement, the Company hereby agrees to issue the Notes, and each of the Agents agrees, severally and not jointly, to purchase from the Company, at a purchase price of 99.350% of principal amount of the Notes, plus accrued interest, if any, from and including July 14, 1998 (the "Purchase Price"), the entire principal amount of Notes. Each of the Agents further agrees, severally and not jointly, promptly to reimburse the Company for certain of its expenses in connection with issuance of the Notes such reimbursement to be in an amount equal to .025% of the principal amount of the Notes purchased by such Agent hereunder.

2. As a condition precedent to each Agent's obligation to consummate the transaction referred to above, each Agent shall have received the following: (1) a letter from Schiff Hardin & Waite, counsel for the Company, as to such legal matters as such Agent shall reasonably request; (2) a certificate of the Company dated as of the Trade Date to the effect set forth in Section 5(b) of the Agreement; and (3) a comfort letter from Arthur Andersen LLP as to such matters as such Agent shall reasonably request.

3. This Terms Agreement is subject to termination by the Agents as set forth in Section 12(b) of the Agreement. In the event of such termination, no party shall have any liability to any other party hereto, except as provided in Sections 12(c) of the Agreement and except for any direct liability arising before or in relation to such termination.

4. If at any time when a Prospectus is required by the Act to be delivered in connection with sales of the Notes (including any sale of the Notes by the Callholder or an Agent or any of their affiliates following any exercise of the Notes Call Option), any event shall occur or condition shall exist as a result of which it is necessary, in the reasonable opinion of counsel for the Agents or for the

Company, to amend any Registration Statement or amend or supplement any Prospectus, Prospectus Supplement or Pricing Supplement in order that such Prospectus, Prospectus Supplement or Pricing Supplement will not include any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the opinion of such counsel, at any such time to amend any Registration Statement or file a new registration statement or amend or supplement any Prospectus or issue a new prospectus, prospectus supplement or pricing supplement in order to comply with the requirements of the Act or the Commission's interpretations of the Act, the Company shall prepare and file with the Commission such amendment or supplement as may be necessary to correct such statement or omission or to make any such Registration Statement or any such Prospectus, Prospectus Supplement or Pricing Supplement comply with such requirements, or prepare and file any such new registration statement and prospectus as may be necessary for such purpose, and furnish to such Agents such number of copies of such amendment, supplement, prospectus or other document as they may reasonably request. In addition, the Company shall, in connection with any such sale of the applicable principal amount of Notes by an Agent or any of its affiliates following the exercise by the Callholder of its Notes Call Option in which a Prospectus is required by the Act to be delivered, (i) execute and deliver or cause to be executed and delivered legal documentation (including a purchase agreement or underwriting agreement and registration rights agreement with customary indemnities, covenants, representations and warranties, comfort letters and legal opinions) in form and substance reasonably satisfactory to such Agent, (ii) provide promptly upon request updated consolidated financial statements to the date of its latest report filed with the Commission, and (iii) to the extent the Company and such Agent deem reasonably necessary for successful completion of the Coupon Reset Process, make available senior management of the Company for road show and one-on-one presentations.

5. All notices to the Agents pursuant to Section 13 of the Agreement relating to the matters contemplated herein shall be sent c/o Morgan Stanley & Co. Incorporated, 1585 Broadway, 3rd Floor, New York, New York 10036, Attention: DPG, Telephone: 212-761-2566, Telecopy: 212-761-0580.

6. This Agreement is a Terms Agreement referred to in the Agreement and shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon the parties hereto and their respective successors.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement between the Company and the Agents.

Very truly yours,

NEWELL CO.

By: /s/ C.R. Davenport

Name: C.R. Davenport
Title: Vice President-Treasurer

Accepted as of the date hereof:

MORGAN STANLEY & CO.
INCORPORATED

By: /s/ Michael Fusco

Name: Michael Fusco
Title: Vice President

CHASE SECURITIES INC.

By: /s/ Ernest R.J. Zellweger, Jr.

Name: Ernest R.J. Zellweger, Jr.
Title: Vice President

FIRST CHICAGO CAPITAL MARKETS, INC.

By: /s/ Evonne W. Taylor

Name: Evonne W. Taylor
Title: Vice President

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Lynn Alexander

Name: Lynn Alexander
Title: Vice President

SCHEDULE 1

AGENT ----	PRINCIPAL AMOUNT TO BE PURCHASED -----
Morgan Stanley & Co. Incorporated	\$160,000,000
Chase Securities Inc.	30,000,000
First Chicago Capital Markets, Inc.	30,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	30,000,000 -----
TOTAL	\$250,000,000 =====

CUSIP NO.: 65119QBE2

PRINCIPAL AMOUNT: \$250,000,000

REGISTERED NO.: A-1

NEWELL CO.

MEDIUM-TERM FIXED RATE NOTE, SERIES A

Due Nine Months or More From Date of Issue

IXI Check this box if the Note is a Global Note.

Applicable if the Note is a Global Note:

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

ORIGINAL ISSUE DATE: July 14, 1998

INTEREST RATE PER ANNUM: To but excluding July 15, 2008, 6.35%. From and including July 15, 2008, as described under "INTEREST RATE AND INTEREST PAYMENT DATES" on the reverse of this Note.

MATURITY DATE: July 15, 2028, subject to mandatory repayment of principal to the existing Holder hereof pursuant to the Call Option and Put Option described on the reverse of this Note

ISSUE PRICE: 100% (as a percentage of principal amount)

SPECIFIED CURRENCY: U.S. dollars

DEPOSITARY: The Depository Trust Company

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INTEREST PAYMENT DATES: January 15 and July 15 of each year, commencing January 15, 1998

CALL OPTION: The Notes may be called by the Callholder prior to the Maturity Date, as described on the reverse of this Note under "CALL OPTION; PUT OPTION"

REPAYMENT/PUT OPTION: The Notes are subject to repayment by the Company prior to the Maturity Date pursuant to the Put Option, as described on the reverse of this Note under "CALL OPTION; PUT OPTION"

CALLHOLDER: The Company or its assignee.

Newell Co., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), for value received, hereby promises to pay to CEDE & CO., or registered assigns,

the principal sum of U.S.\$250,000,000 on the Maturity Date, and to pay interest on said principal sum at the rate per annum (computed on the basis of a 360-day year of twelve 30-day months) shown above, semi-annually on each Interest Payment Date set forth above from and including the immediately preceding Interest Payment Date in respect of which interest has been paid or duly made available for payment (or from and including the date of issue, if no interest has been paid or duly made available for payment) to but excluding the applicable Interest Payment Date or Maturity Date, as the case may be.

The interest payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the Person in whose name this Security is registered at the close of business on the fifteenth calendar day next preceding such Interest Payment Date (each such date a "Record Date"). Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the holder on such Record Date and may either be paid to the Person in whose name this

Note is registered at the close of business on a special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to holders of Securities of this series not less than 10 days prior to such special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Additional provisions of this Note are contained on the reverse hereof, and such provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by an authorized officer of the Trustee or its duly authorized agent under the Indenture referred to hereinbelow.

IN WITNESS WHEREOF, Newell Co. has caused this instrument to be signed by its duly authorized officer, and has caused a facsimile of its corporate seal to be affixed hereto or imprinted hereon.

Dated: July 14, 1998

NEWELL CO.

By: _____
Name: C. R. Davenport
Title: Vice President -
Treasurer

ATTEST:

[SEAL]

By: _____
Name: Richard H. Wolff
Title: Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

THE CHASE MANHATTAN BANK,
as Trustee

By: _____
Authorized Officer

(REVERSE OF NOTE)

NEWELL CO.

MEDIUM-TERM FIXED RATE NOTE, SERIES A

Due Nine Months or More From Date of Issue

This Note is one of a duly authorized issue of debentures, notes or other evidences of indebtedness of the Company (the "Debt Securities"), all issued or to be issued under and pursuant to an indenture dated as of November 1, 1995, (the "Indenture"), duly executed and delivered by the Company to The Chase Manhattan Bank, as trustee (the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, duties and immunities thereunder of the Trustee and the rights thereunder of the holders of the Debt Securities. All capitalized terms used in this Note and defined in the Indenture shall have the meaning ascribed to such terms in the Indenture unless otherwise defined herein. This Note is one of a series of the Debt Securities designated as the Medium-Term Notes, Series A (the "Series A Notes"), of the Company. This Note represents 6.35% REset Put Securities ("REPS{SM}") (the "Notes") constituting a tranche of the Series A Notes.

INTEREST RATE AND INTEREST PAYMENT DATES

The Notes will bear interest at the rate of 6.35% from and including July 14, 1998 to but excluding July 15, 2008 (the "First Coupon Reset Date"). The First Coupon Reset Date and July 15, 2018 are each referred to herein as a "Coupon Reset Date." To the extent that the Company has not purchased the aggregate amount of the Notes, in whole, the nearest Coupon Reset Date is referred to herein as the "Applicable Coupon Reset Date." Interest on the Notes will be payable semi-annually on January 15 and July 15 of each year, commencing January 15, 1999 (each, an "Interest Payment Date"). Interest will be calculated based on a 360-day year consisting of twelve 30-day months. "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in The City of New York are authorized or required by law or regulation to be closed.

If the Callholder elects to purchase the Notes pursuant to the Call Option (as defined below), the Calculation Agent (as defined below) will reset the interest rate for the Notes effective on the Applicable Coupon Reset Date, pursuant to the Coupon Reset Process described below. In such circumstance, (i) this Note will be purchased by the Callholder at 100% of the principal amount hereof on the Applicable Coupon Reset Date, on the terms and subject to the conditions described herein (interest accrued to but excluding the Applicable Coupon Reset Date will be paid by the Company on such date to the Holder hereof on the most recent Record Date), and (ii) from

and including the Applicable Coupon Reset Date, the Notes will bear interest at the rate determined by the Calculation Agent in accordance with the procedures set forth under "Coupon Reset Process if Notes are Called" below.

MATURITY DATE

The Notes will mature on July 15, 2028 (the "Maturity Date"). On the Applicable Coupon Reset Date, the Holder hereof will be entitled to receive 100% of the principal amount hereof from either (i) the Callholder, if the Callholder purchases this Note pursuant to the Call Option, or (ii) the Company, by exercise of the Put Option (as defined below) by the Trustee for and on behalf of the Holder hereof, if the Callholder does not purchase this Note pursuant to the Call Option.

CALL OPTION; PUT OPTION

(i) CALL OPTION. The Callholder, by giving notice to the Trustee (the "Call Notice"), has the right to purchase the aggregate principal amount of this Note, in whole but not in part (the "Call Option"), on the Applicable Coupon Reset Date, at a price equal to 100% of the principal amount hereof (the "Call Price") (interest accrued to but excluding the Applicable Coupon Reset Date will be paid by the Company on such date to the Holder hereof on the most recent Record Date). The Call Notice is required to be given to the Trustee, in writing, prior to 4:00 p.m., New York time, no later than fifteen calendar days prior to the Applicable Coupon Reset Date for the Notes.

The Call Notice must contain the requisite delivery details, including the identity of the Callholder's Depository account. The Call Notice may not be revoked by the Callholder.

If the Callholder exercises the Call Option, unless terminated in accordance with its terms, (i) not later than 2:00 p.m., New York time, on the Business Day prior to the Applicable Coupon Reset Date, the Callholder will deliver the Call Price in immediately available funds to the Trustee for payment of the Call Price on the Applicable Coupon Reset Date and (ii) the Holder hereof will be required to deliver and will be deemed to have delivered this Note to the Callholder against payment therefor on the Applicable Coupon Reset Date through the facilities of the Depository. No holder of any Notes or any interest in such Notes will have any right or claim against the Callholder as a result of the Callholder's decision whether or not to exercise the Call Option or performance or nonperformance of its obligations with respect thereto.

The Callholder may at any time assign its rights and obligations under its Call Option; PROVIDED, HOWEVER, that (i) such rights and obligations are assigned in whole and not in part and (ii) it provides the Trustee and the Company with notice of such assignment contemporaneously with such assignment. Upon receipt of notice of assignment, the Trustee will treat the assignee as Callholder for all purposes hereunder. The Callholder may assign its rights under the Call Option without notice to, or consent of, the holders of the Notes (including, if applicable, the Holder hereof).

Except for the events specified in clauses (i) through (iii) below, with respect to which termination of the Call Option is at the Callholder's option, the Call Option will automatically and immediately terminate, no payment will be due hereunder from the Callholder, and the Coupon Reset Process will terminate, if any of the following occurs: (i) an Event of Default (as defined in the Indenture) occurs under Sections 501(1) or (2) under the Indenture, (ii) a default, event of default or other similar condition or event (however described) in respect of the Counterparty or any of its material subsidiaries has occurred under one or more agreements or instruments relating to indebtedness of the Counterparty or any of its material subsidiaries (individually or collectively) in an aggregate amount of not less than \$25,000,000, which has resulted in such indebtedness becoming due and payable under such agreements or instruments, before it would otherwise have been due and payable and such acceleration has not been rescinded or the indebtedness so accelerated remains unpaid; (iii) the Counterparty or any of its material subsidiaries has defaulted in making one or more payments on the due date thereof in an aggregate amount of not less than \$25,000,000 under such agreements or instruments (after giving effect to any applicable notice requirement or grace period) and such defaulted payments remain unpaid; (iv) an Event of Default has occurred and is continuing under Sections 501(5) or 501(6) under the Indenture; (v) the Callholder fails to deliver the Call Notice to the Trustee prior to 4:00 p.m., New York time, on the fifteenth calendar day prior to the Applicable Coupon Reset Date; (vi) on the Bid Date

(as defined below), fewer than two Dealers (as defined below) submit timely Bids (as defined below) substantially as provided below; (vii) the Callholder fails to pay the Call Price by 2:00 p.m., New York time, on the Business Day prior to the Applicable Coupon Reset Date; or (viii) a Defeasance (as defined in the Indenture) or a Covenant Defeasance (as defined in the Indenture) has occurred pursuant to Sections 1402 or 1403, respectively, of the Indenture with respect to the Notes.

If the Call Option is terminated by the Callholder, notice of such termination will be immediately given in writing to the Trustee by the Callholder. If the Call Option so terminates or is automatically terminated, the Trustee will exercise the Put Option described below with respect to the Notes.

(ii) PUT OPTION. If the Call Option is not exercised or if the Call Option otherwise terminates, the Trustee will exercise the right of the holders of the Notes (including, if applicable, the Holder hereof) to require the Company to purchase the aggregate principal amount of Notes, in whole but not in part (the "Put Option"), on the Applicable Coupon Reset Date at a price equal to 100% of the principal amount thereof (the "Put Price"), plus accrued but unpaid interest to but excluding the Applicable Coupon Reset Date, in each case, to be paid by the Company to the Holders of the Notes (including, if applicable, the Holder hereof) in immediately available funds on the Applicable Coupon Reset Date. If the Trustee exercises the Put Option then the Company will deliver the Put Price in immediately available funds to the Trustee by no later than 12:00 noon, New York time, on

the Applicable Coupon Reset Date and the holders of the Notes will be required to deliver and will be deemed to have delivered the Notes to the Company against payment therefor on the Applicable Coupon Reset Date through the facilities of the Depository. By its purchase of Notes, each Holder irrevocably agrees that the Trustee shall exercise the Put Option relating to such Notes for or on behalf of the Notes as provided herein. No holder of any Notes or any interest therein has the right to consent or object to the exercise of the Trustee's duties under the Put Option.

NOTICE TO HOLDERS BY TRUSTEE

In anticipation of the exercise of the Call Option or the Put Option on the Applicable Coupon Reset Date, the Trustee will notify the Holder hereof, not less than 30 days nor more than 60 days prior to the Applicable Coupon Reset Date, that all Notes will be delivered on the Applicable Coupon Reset Date through the facilities of the Depository against payment of the Call Price by the Callholder under the Call Option or payment of the Put Price by the Company under the Put Option. The Trustee will notify the Holder hereof once it is determined whether the Call Price or the Put Price will be delivered in accordance with the provisions hereof.

COUPON RESET PROCESS IF NOTES ARE CALLED

The following steps shall be taken in order to determine the interest rate to be paid on the Notes on and after the Applicable

Coupon Reset Date in the event the Call Option has been exercised with respect to the Notes.

Pursuant to and subject to the terms of a Calculation Agency Agreement, dated July 14, 1998, between the Company and Morgan Stanley & Co. Incorporated, Morgan Stanley & Co. Incorporated has been appointed the calculation agent for the Notes (in such capacity as calculation agent, the "Calculation Agent"). If the Callholder has exercised the Call Option, then the following steps (the "Coupon Reset Process") will be taken in order to determine the interest rate to be paid on the Notes from and including the Applicable Coupon Reset Date to but excluding the next Applicable Coupon Reset Date, or if there are no more Applicable Coupon Reset Dates, the Maturity Date. The Company and the Calculation Agent will use reasonable efforts to cause the actions contemplated below to be completed in as timely a manner as possible.

(a) The Company will provide the Calculation Agent with (i) a list (the "Dealer List"), no later than five Business Days prior to the Applicable Coupon Reset Date, containing the names and addresses of five dealers, one of which shall be Morgan Stanley & Co. Incorporated, from whom the Company desires the Calculation Agent to obtain the Bids for the purchase of such Notes and (ii) such other material as may reasonably be requested by the Calculation Agent to facilitate a successful Coupon Reset Process.

(b) Within one Business Day following receipt by the Calculation Agent of the Dealer List, the Calculation Agent shall provide to each dealer ("Dealer") on the Dealer List (i) a copy of the Pricing

Supplement dated July 10, 1998, together with the Prospectus Supplement dated June 9, 1997 and Prospectus dated June 9, 1997 , relating to the offering of the Notes (collectively, the "Pricing Supplement"), (ii) a copy of the form of Notes and (iii) a written request that each Dealer submit a Bid to the Calculation Agent by 12:00 noon, New York time, on the third Business Day prior to the Applicable Coupon Reset Date (the "Bid Date"). "Bid" means an irrevocable written offer given by a Dealer for the purchase of all the Notes, settling on the Applicable Coupon Reset Date, and shall be quoted by such Dealer as a stated yield to maturity on the Notes ("Yield to Maturity"). Each Dealer will also be provided with (i) the name of the Company, (ii) an estimate of the Purchase Price (which shall be stated as a US Dollar amount and be calculated by the Calculation Agent in accordance with paragraph (c) below), (iii) the principal amount and maturity of the Notes and (iv) the method by which interest will be calculated on the Notes.

(c) The purchase price for the Notes in connection with the Coupon Reset Process after the exercise of the Call Option (the "Purchase Price") shall be equal to the sum of (i) the principal amount of the Notes, and (ii) an amount (the "Notes Difference") which shall be equal to the difference, if any, on the Applicable Coupon Reset Date of (A) the discounted present value to the Applicable Coupon Reset Date of a bond with a maturity of ten (10) years from the Applicable Coupon Reset Date which has an interest rate of 5.485%, semi-annual interest payments on each January 15 and July 15 commencing on January 15 following the Applicable Coupon Reset Date,

and a principal amount equal to the principal amount of the Notes, and assuming a discount rate equal to the Treasury Rate minus (B) such principal amount of Notes. The "Treasury Rate" means the per annum rate equal to the offer side yield to maturity of the current on-the-run ten-year United States Treasury Security per Telerate page 500, or any successor page, at 12:00 noon, New York time, on the Bid Date (or such other time or date, or reference for such information, that may be agreed upon by the Company and the Calculation Agent).

(d) The Calculation Agent will provide written notice to the Company as soon as practicable on the Bid Date, setting forth (i) the names of each of the Dealers from whom the Calculation Agent received Bids on the Bid Date, (ii) the Bid submitted by each such Dealer and (iii) the Purchase Price as determined pursuant to paragraph (c) above. The Calculation Agent will thereafter select from the Bids received the Bid with the lowest Yield to Maturity (the "Selected Bid"); PROVIDED, HOWEVER, that (i) if the Calculation Agent has not received a timely Bid from a Dealer on or before the Bid Date, the Selected Bid shall be the lowest of all Bids received by such time; and (ii) if any two or more of the lowest Bids submitted are equivalent, the Company shall in its sole discretion select any of such equivalent Bids (and such selected Bid shall be the Selected Bid). The Calculation Agent will set the interest rate payable on the Notes equal to the interest rate that would amortize the Notes Difference fully over the term of the Notes at the Yield to Maturity indicated by the Selected Bid (the "Coupon Reset Rate"). The Calculation Agent will notify the Dealer that submitted the Selected

Bid by 4:00 p.m., New York time, on the Bid Date that its Bid was determined to be the Selected Bid.

(e) Immediately after calculating the Coupon Reset Rate for the Notes, the Calculation Agent will provide written notice to the Company and the Trustee, setting forth the Coupon Reset Rate. The Coupon Reset Rate for the Notes will be effective from and including the Applicable Coupon Reset Date to but excluding the next Applicable Coupon Reset Date or, if there are no more Applicable Coupon Reset Dates, the Maturity Date.

(f) The Callholder shall sell the Notes to the Dealer that made the Selected Bid at the Purchase Price; such sale to be settled on the Applicable Coupon Reset Date in immediately available funds.

GENERAL MATTERS

Terms used herein which are defined in the Indenture shall have the respective meanings assigned thereto in the Indenture.

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

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	--as tenants in common	UNIF GIFT MIN ACT--	_____CUSTODIAN_____
TEN ENT	--as tenants by the entireties		(Cust) (Minor)
JT TEN	--as joint tenants with right of survivorship and not as tenants in common		Under Uniform Gifts to Minors Act
			_____ (State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

Please Insert Social Security or Other Identifying Number of Assignee

/_____/_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

the within Series A Note of Newell Co. and does hereby irrevocably constitute and appoint

_____ attorney to transfer said Series A Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever.