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): March 4, 2025 (March 4, 2025)

Emerson Electric Co.

(Exact name of registrant as specified in its charter)

Missouri	**1-278**	**43-0259330**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

8020 Forsyth Blvd., St. Louis, Missouri 63105
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (314) 553-2000

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbols**	**Name of each exchange on which registered**
Common Stock, $0.50 par value per share	EMR	New York Stock Exchange NYSE Chicago
1.250% Notes due 2025	EMR 25A	New York Stock Exchange
2.000% Notes due 2029	EMR 29	New York Stock Exchange

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

On March 4, 2025, Emerson Electric Co. (the "Company") completed its previously announced public offering of €500,000,000 aggregate principal amount of the Company's 3.000% Notes due 2031 (the "2031 Notes") and €500,000,000 aggregate principal amount of the Company's 3.500% Notes due 2037 (the "2037 Notes"), and its previously announced public offering of $500,000,000 aggregate principal amount of the Company's 5.000% Notes due 2035 (the "2035 Notes" and, together with the 2031 Notes and the 2037 Notes, the "Notes"). The pricing of the Notes was previously announced in a Current Report on Form 8-K filed on February 28, 2025.

The net proceeds from the sale of the Notes were approximately $1,536.7 million (based with respect to the 2031 Notes and 2037 Notes upon a euro/U.S. dollar exchange rate as of February 21, 2025 of €1.00 = $1.0455, as published by the Board of Governors of the Federal Reserve System), before deducting estimated expenses of the offerings. The Company expects to use the net proceeds for general corporate purposes, the repayment of the Company's commercial paper borrowings and to fund a portion of the purchase price and payment of related fees and expenses incurred in connection with the Company's proposed acquisition of the outstanding shares of common stock of Aspen Technology, Inc. ("AspenTech") not already owned by the Company or its affiliates (the "AspenTech Transaction"). There can be no assurance that the conditions to the completion of the AspenTech Transaction will be satisfied or waived in a timely manner or on the terms anticipated, or that the AspenTech transaction will be completed at all.

The 2031 Notes and the 2037 Notes were issued pursuant to an indenture dated as of December 10, 1998 (the "Base Indenture"), between the Company and Computershare Trust Company, N.A. (successor to Wells Fargo Bank, National Association (successor to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as The Bank of New York)))), as trustee (the "Trustee"), as supplemented by a Third Supplemental Indenture dated as of March 4, 2025 (the "Third Supplemental Indenture" and, together with the Base Indenture, the "Euro Notes Indenture") between the Company and the Trustee. Pursuant to an Agency Agreement dated as of March 4, 2025 (the "Agency Agreement") relating to the 2031 Notes and the 2037 Notes, the Company appointed U.S. Bank Europe DAC, UK Branch to act as paying agent for the 2031 Notes and the 2037 Notes and U.S. Bank Trust Company, National Association to act as registrar and transfer agent for the 2031 Notes and the 2037 Notes. From time to time, we may enter into other banking relationships with the Trustee or its affiliates. An affiliate of the Trustee also serves as the transfer agent for our common stock.

The 2035 Notes were issued pursuant to the Base Indenture.

The 2031 Notes bear interest at the rate of 3.000% per year. Interest on the 2031 Notes is payable on March 15 of each year, beginning on March 15, 2025. The 2031 Notes will mature on March 15, 2031. The 2037 Notes bear interest at the rate of 3.500% per year. Interest on the 2037 Notes is payable on March 15 of each year, beginning on March 15, 2025. The 2037 Notes will mature on March 15, 2037. The 2035 Notes bear interest at the rate of 5.000% per year. Interest on the 2035 Notes is payable on March 15 and September 15 of each year, beginning on September 15, 2025. The 2035 Notes will mature on March 15, 2035.

The Notes are senior unsecured obligations and will rank equally with all of the Company's existing and future unsecured and unsubordinated debt. Prior to maturity, the Company may redeem any or all of the Notes at any time at the redemption prices described in the Notes. The Base Indenture and the Euro Notes Indenture provide for customary covenants and events of default.

The offering of the Notes was made pursuant to the Registration Statement on Form S-3 (Registration No. 333-275526), the prospectus dated November 13, 2023, and (i) the related prospectus supplement dated February 25, 2025 with respect to the 2031 Notes and the 2037 Notes and (ii) the related prospectus supplement dated February 25, 2025 with respect to the 2035 Notes.

The above descriptions of the Base Indenture, the Euro Notes Indenture, the Agency Agreement and the Notes are qualified in their entirety by reference to the Base Indenture, the Euro Notes Indenture, the Agency Agreement and the Notes, each of which is incorporated by reference into the Registration Statement. The Original Indenture, the Third Supplemental Indenture, the Agency Agreement and the 2031 Notes, 2035 Notes and 2037 Notes are attached hereto as Exhibits 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6, respectively, and are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information in Item 1.01 above is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
4.1	Indenture dated as of December 10, 1998, between the Company and Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, as successor trustee to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as the Bank of New York)), as trustee, incorporated by reference to Emerson Electric Co. 1998 Form 10-K, File No. 1-278, Exhibit 4(b).
4.2	Third Supplemental Indenture, dated as of March 4, 2025, by and between the Company and Computershare Trust Company, N.A., as trustee.
4.3	Agency Agreement, dated as of March 4, 2025, by and among the Company, as issuer, U.S. Bank Europe DAC, UK Branch, as paying agent, U.S. Bank Trust Company, National Association, as registrar and transfer agent, and Computershare Trust Company, N.A., as trustee.
4.4	3.000% Notes due 2031.
4.5	3.500% Notes due 2037.
4.6	5.000% Notes due 2035.
5.1	Opinion of John A. Sperino, Esq. (with respect to the 2031 Notes and 2037 Notes).
5.2	Opinion of John A. Sperino, Esq. (with respect to the 2035 Notes).
23.1	Consent of John A. Sperino, Esq. (contained in Exhibit 5.1 above).
23.2	Consent of John A. Sperino, Esq. (contained in Exhibit 5.2 above).
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document.

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: March 4, 2025

EMERSON ELECTRIC CO.

By: /s/ John A. Sperino
John A. Sperino
Vice President and Assistant Secretary

Exhibit 4.2

Execution Version

EMERSON ELECTRIC CO.

as Issuer

and

COMPUTERSHARE TRUST COMPANY, N.A.
as Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of March 4, 2025

€500,000,000 3.000% Notes due 2031

€500,000,000 3.500% Notes due 2037

THIRD SUPPLEMENTAL INDENTURE, dated as of March 4, 2025 (this "Third Supplemental Indenture"), by and between EMERSON ELECTRIC CO., a Missouri corporation (the "Issuer") and Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, a national banking association, as successor to The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York), as the trustee (the "Trustee").

RECITALS

WHEREAS, the Issuer had heretofore executed and delivered to the Trustee an Indenture dated as of December 10, 1998 (the "Original Indenture" and, together with this Third Supplemental Indenture, the "Indenture") providing for the issuance by the Issuer from time to time of its unsecured debentures, notes or other evidences of indebtedness to be issued in one or more series (in the Original Indenture and herein called the "Securities"); and

WHEREAS, Section 8.1 of the Original Indenture provides, among other things, that the Issuer and the Trustee may, without the consent of Holders, enter into indentures supplemental to the Original Indenture to create one or more series of the Issuer's Securities and establish the form, terms and conditions thereof, as permitted by Sections 2.1 and 2.3 of the Original Indenture;

WHEREAS, the Issuer desires to create and provide for the issuance of new Securities to be designated as the "3.000% Notes due 2031" (the "2031 Notes") and the "3.500% Notes due 2037" (the "2037 Notes" and, together with the 2031 Notes, the "Notes");

WHEREAS, pursuant to Sections 6.2, 8.4 and 13.5 of the Original Indenture, an Officers' Certificate and an Opinion of Counsel have been delivered to the Trustee stating that the execution and delivery of this Third Supplemental Indenture is authorized or permitted by the Original Indenture and complies with the applicable provisions thereof and that all conditions precedent provided for in the Original Indenture relating to the execution of this Third Supplemental Indenture have been complied with; and

WHEREAS, all acts and things necessary to make the Notes, when the Notes have been executed by the Issuer, authenticated by the Authenticating Agent, issued upon the terms and subject to the conditions set forth hereinafter and in the Original Indenture and delivered as provided in the Indenture against payment therefor, valid, binding and legal obligations of the Issuer, enforceable against the Issuer according to their terms, and all actions required to be taken by the Issuer under the Original Indenture to make this Third Supplemental Indenture a valid, binding and legal agreement of the Issuer, have been done;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
APPLICATION OF SUPPLEMENTAL INDENTURE
AND CREATION OF NOTES

SECTION 1.01. Application of this Third Supplemental Indenture. Notwithstanding any other provision of this Third Supplemental Indenture, the provisions of this Third Supplemental Indenture, including the covenants set forth herein, are expressly and solely for the benefit of the Holders of the Notes. The Notes constitute two separate series of Securities as provided in Section 2.3 of the Original Indenture.

SECTION 1.02. Definitions.

(a) Capitalized terms used in this Third Supplemental Indenture and not otherwise defined herein shall have the meanings ascribed to them in the Original Indenture.

(b) To the extent a defined term is defined both in this Third Supplemental Indenture, including the Exhibits hereto, and in the Original Indenture, the definition in this Third Supplemental Indenture, including the Exhibits hereto, shall govern with respect to the Notes.

(c) For purposes of the Trust Indenture Act, "indenture trustee" or "institutional trustee" shall mean the Trustee.

(d) In addition, the following terms shall have the following meanings to be equally applicable to both the singular and the plural forms of the terms defined:

"2031 Interest Payment Date" has the meaning set forth in Section 2.03(c) hereof.

"2031 Maturity Date" has the meaning set forth in Section 2.03(b) hereof.

"2031 Notes" has the meaning set forth in the Recitals hereto.

"2031 Par Call Date" means January 15, 2031.

"2031 Regular Record Date" has the meaning set forth in Section 2.03(c) hereof.

"2037 Interest Payment Date" has the meaning set forth in Section 2.04(c) hereof.

"2037 Maturity Date" has the meaning set forth in Section 2.04(b) hereof.

"2037 Notes" has the meaning set forth in the Recitals hereto.

"2037 Par Call Date" means December 15, 2036.

"2037 Regular Record Date" has the meaning set forth in Section 2.04(c) hereof.

"Additional Amounts" has the meaning set forth in Section 2.07 hereof.

"Agency Agreement" means the Agency Agreement by and among the Issuer, the Paying Agent, the Security Registrar, the Authenticating Agent, and the Trustee effective as of March 4, 2025.

"Authenticating Agent" means any Person authorized by the Trustee pursuant to Section 2.09 hereof to act on behalf of the Trustee to authenticate Securities of one or more series.

"Business Day" means any day that is not a Saturday or Sunday and that is not a day on which banking institutions are authorized or obligated by law or executive order to close in the City of New York or London and on which the real time gross settlement system operated by Eurosystem (the T2 system), or any successor thereto, operates.

"Clearstream" means Clearstream Banking, S.A.

"Code" has the meaning set forth in Section 2.07.

"Comparable Government Bond" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Issuer, a German federal government bond whose maturity is closest to the maturity of the applicable series of Notes to be redeemed, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German federal government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German federal government bonds selected by the Issuer, determine to be appropriate for determining the Comparable Government Bond Rate.

"Comparable Government Bond Rate" means, with respect to any Redemption Date, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the applicable series of Notes to be redeemed, if they were to be purchased at such price on the third Business Day prior to the Redemption Date, would be equal to the gross redemption yield on such Business Day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Issuer.

"Corporate Trust Office" shall be for the purposes of (a) Sections 7.5 and 13.4 in the Original Indenture, the office of the Trustee, which office is, at the date of this Third Supplemental Indenture, located at Computershare Trust Company, N.A., 1505 Energy Park Drive, St. Paul, Minnesota 55108, Attention: CCT Administrator for Emerson Electric Co., (b) Section 2.8 of the Original Indenture and the provisions of Section 3.2 of the Original Indenture relating to the registration of transfer or exchange of the Notes, the office of the Security Registrar, which office is, as of the date of this Third Supplemental Indenture, located at U.S. Bank Trust Company National Association, 100 Wall Street, Suite 600, New York, New York 10005, (c) the other provisions of Section 3.2 of the Original Indenture, the office of the Paying Agent, which office is, at the date of this Third Supplemental Indenture, located at U.S. Bank Europe DAC, UK Branch, 125 Old Broad Street, Fifth Floor, London EC2N 1 AR, United Kingdom, Attention: Relationship Management, or (d) in each case such other addresses as to which Trustee, the Security Registrar or the Paying Agent, as the case may be, may give notice to the Issuer.

"Depositary" means, with respect to the Notes, U.S. Bank Europe DAC, as common depositary, or its nominee, on behalf of Euroclear and Clearstream, or any successor entity thereto. For the purposes of this Third Supplemental Indenture only, the third paragraph under Section 2.4 of the Original Indenture is replaced in its entirety by the following:

"For Securities of any series that are denominated in United States dollars, each Depositary designated pursuant to Section 2.3 for a Global Security in registered form must, at the time of its designation and at all times while it serves as a Depositary, be a clearing agency registered under the Securities Exchange Act of 1934, as amended, and shall be eligible to serve as such under any other applicable statute or regulation. Without limiting the foregoing, Euroclear Bank SA/NV and Clearstream Banking, S.A., and their nominees and successors, are expressly authorized to be designated as Depositary pursuant to Section 2.3."

"Dollar" and **"$"** means the lawful currency of the United States of America.

"€" or **"euro"** means the single currency introduced at the third stage of the European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time.

"Euroclear" means Euroclear Bank SA/NV, as operator of the Euroclear System.

"Global Note" means, for each series of Notes, a single permanent fully-registered global note in book-entry form, without coupons, deposited with, or on behalf of, the Depositary or its nominee, and registered in the name of the Depositary or its nominee, substantially in the form of Exhibit A or Exhibit B attached hereto, as applicable. A Global Note is a "Global Security" within the meaning of the Original Indenture.

"Indenture" means the Original Indenture as supplemented and amended by this Third Supplemental Indenture.

"Notes" has the meaning set forth in the Recitals hereto.

"Original Indenture" has the meaning set forth in the Recitals hereto.

"**Paying Agent"** means any Person authorized by the Issuer to pay the principal of or any premium or interest on the Notes on behalf of the Issuer.

"Paying Agent Office" means the designated office of the Paying Agent of which the corporate trust paying agent office of the Paying Agent shall, at any particular time, be administered, which office is, at the date of this Third Supplemental Indenture, located at 125 Old Broad Street, Fifth Floor, London EC2N 1 AR, United Kingdom, Attention: Relationship Management.

"Redemption Date" means the Business Day on which Notes are redeemed by the Issuer pursuant to Sections 3.01 or 3.02 hereof.

"Redemption Price" means the price at which Notes are redeemed by the Issuer pursuant to Sections 3.01 or 3.02 hereof.

"Registered Securities" means any Notes which are registered in the security register.

"Security Registrar" means any Person authorized by the Issuer to maintain the security register for the purpose of registering and transferring the Notes.

"Signature Law" has the meaning set forth in Section 6.07.

"Third Supplemental Indenture" has the meaning set forth in the Recitals hereto.

ARTICLE II
CREATION, FORMS,
TERMS, CONDITIONS AND COVENANTS OF THE SECURITIES

Section 2.01. Creation of the Notes. In accordance with Section 2.3 of the Original Indenture, the Issuer hereby creates each of the 2031 Notes and the 2037 Notes as a separate series of its Securities issued pursuant to the Indenture. The 2031 Notes shall be issued initially in an aggregate principal amount of €500,000,000 and the 2037 Notes shall be issued initially in an aggregate principal amount of €500,000,000, except as permitted by Sections 2.8, 2.9 or 2.11 of the Original Indenture.

Section 2.02. Form of the Notes. Each of the 2031 Notes and the 2037 Notes shall be issued in the form of a Global Note, duly executed by the Issuer and authenticated by the Authenticating Agent, which shall be deposited with, or on behalf of, the Depositary or its nominee, as common depositary for, and in respect of interests held through, Euroclear and Clearstream, and registered in the name of such common depositary or its nominee for the accounts of Euroclear and Clearstream. The 2031 Notes and the Trustee's and Authenticating Agent's Certification of Authentication in respect thereof shall be substantially in the form of Exhibit A attached hereto and the 2037 Notes and the Trustee's and Authenticating Agent's Certification of Authentication in respect thereof shall be substantially in the form of Exhibit B attached hereto. So long as Euroclear or Clearstream or their nominee or the Depositary or its nominee is the Holder of any Global Notes, Euroclear, Clearstream, the Depositary or their respective nominees, as the case may be, shall be considered the sole owner or Holder of the Notes represented by such Global Notes for all purposes under the Indenture and the Notes. Except as set forth in Sections 2.03(d) and 2.04(d) hereof, the Global Notes may be transferred, in whole and not in part, only to Euroclear or Clearstream or their respective nominees only through records maintained by Clearstream and Euroclear (with respect to beneficial interests of participants) or by participants or Persons that hold interests through participants (with respect to beneficial interests of beneficial owners), and owners of beneficial interests in the Global Notes will not be entitled to have the Notes registered in their names and will not receive or be entitled to receive physical delivery of Notes in definitive form. Payments of principal, premium, if any, and interest in respect of the Global Notes will be made to Euroclear, Clearstream, such nominee or such Depositary, as the case may be, as Holder thereof. None of the Issuer, the Trustee, any underwriter or any affiliate of any of the above or any Person by whom any of the above is "controlled," as such term is defined in the Securities Act, will have any responsibility or liability for any records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. The terms and provisions contained in the form of Global Notes attached hereto as Exhibits A and B shall constitute, and are hereby expressly made, a part of this Third Supplemental Indenture and the Issuer, by its execution and delivery of this Third Supplemental Indenture, expressly agrees to such terms and provisions and to be bound thereto. Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends and endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and are not inconsistent with the provisions of the Indenture (and which do not affect the rights, duties or immunities of the Trustee), or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed. For the purposes of this Third Supplemental Indenture only, the Global Security Legend for the Notes shall be the legends set forth at the beginning of the forms of Global Notes attached hereto as Exhibits A and B, and such legends shall apply in lieu of the legend set forth in Section 2.4 of the Original Indenture.

Section 2.03. Terms, Conditions and Covenants of the 2031 Notes. The 2031 Notes shall be governed by all the terms, conditions and covenants of the Original Indenture, as supplemented by this Third Supplemental Indenture. In particular, the following provisions shall be terms of the 2031 Notes:

(a) Title and Aggregate Principal Amount. The title of the 2031 Notes shall be as specified in the Recitals; and the aggregate principal amount of the 2031 Notes shall be as specified in Section 2.01 of this Article II, except as permitted by Section 2.8, 2.9 or 2.11 of the Original Indenture.

(b) Stated Maturity. The 2031 Notes shall mature, and the unpaid principal thereon shall be payable, on March 15, 2031 (the "2031 Maturity Date"), subject to the provisions of the Original Indenture and Article III below.

(c) Interest. The rate per annum at which interest shall be payable on the 2031 Notes shall be 3.000%. Interest on the 2031 Notes shall be payable annually in arrears on each March 15, commencing on March 15, 2025 (a "2031 Interest Payment Date"), to the Persons in whose names the 2031 Notes are registered in the security register applicable to the 2031 Notes at the close of business on the immediately preceding March 5 prior to the applicable 2031 Interest Payment Date regardless of whether such day is a Business Day (each, a "2031 Regular Record Date"). Interest on the 2031 Notes shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the 2031 Notes (or March 4, 2025, if no interest has been paid on the 2031 Notes), to, but excluding, the next scheduled 2031 Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association. Interest on the 2031 Notes shall accrue from and including March 4, 2025. If a 2031 Interest Payment Date or the 2031 Maturity Date falls on a day that is not a Business Day, the related payment of interest or principal, as applicable, will be made on the next Business Day with the same force and effect as if it were made on the date the payment was due, and no interest will accrue on the amount so payable for the period from and after that 2031 Interest Payment Date or the 2031 Maturity Date, as the case may be, to the date the payment is made. Interest payments will include accrued interest from and including the date of issue or from and including the last date in respect to which interest has been paid, as the case may be, to, but excluding, the 2031 Interest Payment Date or the 2031 Maturity Date, as the case may be.

(d) Registration and Form. The 2031 Notes shall be issuable as Registered Securities as provided in Section 2.02 of this Article II, subject to Article IV. The 2031 Notes shall be issued and may be transferred only in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof. All payments of principal, premium, Redemption Price and accrued and unpaid interest in respect of the 2031 Notes shall be made by the Issuer in immediately available funds and shall be payable in euro and, subject to Section 2.10(c) hereof, not any other currency.

(e) Defeasance and Covenant Defeasance. The provisions for defeasance in Section 12.2 of the Original Indenture, and the provisions for covenant defeasance in Section 12.3 of the Original Indenture, shall be applicable to the 2031 Notes.

(f) Further Issues. Notwithstanding anything to the contrary contained herein or in the Original Indenture, the Issuer may, from time to time, without the consent of or notice to the beneficial owners, create and issue further debt securities having the same ranking and terms and conditions as the 2031 Notes in all respects, except for issue date and, in some cases, the public offering price and the first 2031 Interest Payment Date. Additional 2031 Notes issued in this manner shall be consolidated with, and shall form a single series with, the previously outstanding 2031 Notes; *provided* that if such additional 2031 Notes are not fungible with the previously issued 2031 Notes for U.S. federal income tax purposes, such additional 2031 Notes will have separate CUSIP and ISIN numbers. Notice of the issuance of any such additional 2031 Notes shall be given by the Issuer to the Trustee, the Paying Agent, the Security Registrar and the Authenticating Agent and a new supplemental indenture shall be executed in connection therewith. No such additional 2031 Notes may be issued if an Event of Default has occurred and is continuing with respect to the 2031 Notes.

(g) Other Terms, Conditions and Covenants. The 2031 Notes shall have such other terms, conditions and covenants as provided in the form thereof attached as Exhibit A.

Section 2.04. Terms, Conditions and Covenants of the 2037 Notes. The 2037 Notes shall be governed by all the terms, conditions and covenants of the Original Indenture, as supplemented by this Third Supplemental Indenture. In particular, the following provisions shall be terms of the 2037 Notes:

(a) Title and Aggregate Principal Amount. The title of the 2037 Notes shall be as specified in the Recitals; and the aggregate principal amount of the 2037 Notes shall be as specified in Section 2.01 of this Article II, except as permitted by Section 2.8, 2.9 or 2.11 of the Original Indenture.

(b) Stated Maturity. The 2037 Notes shall mature, and the unpaid principal thereon shall be payable, on March 15, 2037 (the "2037 Maturity Date"), subject to the provisions of the Original Indenture and Article III below.

(c) Interest. The rate per annum at which interest shall be payable on the 2037 Notes shall be 3.500%. Interest on the 2037 Notes shall be payable annually in arrears on each March 15, commencing on March 15, 2025 (a "2037 Interest Payment Date"), to the Persons in whose names the 2037 Notes are registered in the security register applicable to the 2037 Notes at the close of business on the immediately preceding March 5 prior to the applicable 2037 Interest Payment Date regardless of whether such day is a Business Day (each, a "2037 Regular Record Date"). Interest on the 2037 Notes shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the 2037 Notes (or March 4, 2025, if no interest has been paid on the 2037 Notes), to, but excluding, the next scheduled 2037 Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association. Interest on the 2037 Notes shall accrue from and including March 4, 2025. If a 2037 Interest Payment Date or the 2037 Maturity Date falls on a day that is not a Business Day, the related payment of interest or principal, as applicable, will be made on the next Business Day with the same force and effect as if it were made on the date the payment was due, and no interest will accrue on the amount so payable for the period from and after that 2037 Interest Payment Date or the 2037 Maturity Date, as the case may be, to the date the payment is made. Interest payments will include accrued interest from and including the date of issue or from and including the last date in respect to which interest has been paid, as the case may be, to, but excluding, the 2037 Interest Payment Date or the 2037 Maturity Date, as the case may be.

(d) Registration and Form. The 2037 Notes shall be issuable as Registered Securities as provided in Section 2.02 of this Article II, subject to Article IV. The 2037 Notes shall be issued and may be transferred only in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof. All payments of principal, premium, Redemption Price and accrued and unpaid interest in respect of the 2037 Notes shall be made by the Issuer in immediately available funds and shall be payable in euro and, subject to Section 2.10(c) hereof, not any other currency.

(e) Defeasance and Covenant Defeasance. The provisions for defeasance in Section 12.2 of the Original Indenture, and the provisions for covenant defeasance in Section 12.3 of the Original Indenture, shall be applicable to the 2037 Notes.

(f) Further Issues. Notwithstanding anything to the contrary contained herein or in the Original Indenture, the Issuer may, from time to time, without the consent of or notice to the beneficial owners, create and issue further debt securities having the same ranking and terms and conditions as the 2037 Notes in all respects, except for issue date and, in some cases, the public offering price and the first 2037 Interest Payment Date. Additional 2037 Notes issued in this manner shall be consolidated with, and shall form a single series with, the previously outstanding 2037 Notes; *provided* that if such additional 2037 Notes are not fungible with the previously issued 2037 Notes for U.S. federal income tax purposes, such additional 2037 Notes will have separate CUSIP and ISIN numbers. Notice of the issuance of any such additional 2037 Notes shall be given by the Issuer to the Trustee, the Paying Agent, the Security Registrar and the Authenticating Agent and a new supplemental indenture shall be executed in connection therewith. No such additional 2037 Notes may be issued if an Event of Default has occurred and is continuing with respect to the 2037 Notes.

(g) Other Terms, Conditions and Covenants. The 2037 Notes shall have such other terms, conditions and covenants as provided in the form thereof attached as Exhibit B.

Section 2.05. Ranking. The Notes shall be general unsecured obligations of the Issuer. The Notes shall rank *pari passu* in right of payment with all unsecured and unsubordinated indebtedness of the Issuer and senior in right of payment to all subordinated indebtedness of the Issuer.

Section 2.06. Sinking Fund. The Notes will not be entitled to any sinking fund.

Section 2.07. Payment of Additional Amounts.

(a) The Issuer will, subject to the exceptions and limitations set forth below, pay such additional amounts ("Additional Amounts") as will result in the receipt by each beneficial owner of a Note that is not a United States person (as defined in clause (c) below) of such amounts, after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States (including any withholding or deduction with respect to the payment of such additional amounts) as would have been received had no such withholding or deduction been required; *provided*, *however*, that the foregoing obligation to pay Additional Amounts shall not apply:

(1) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Note), or a fiduciary, settlor, beneficiary, member or shareholder or other equity owner of, or possessor of a power over, the Holder or beneficial owner if the Holder or beneficial owner is an estate, trust, partnership, corporation or other entity, being considered as:

(a) being or having been engaged in a trade or business in the United States or having been present in the United States or having had a permanent establishment in the United States;

(b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Notes, the receipt of any payment thereon or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;

(c) being or having been a personal holding company, a passive foreign investment company, a controlled foreign corporation or a foreign tax exempt organization for United States federal income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Issuer as defined in Section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision; or

(e) being or having been a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(2) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of such Additional Amounts had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(3) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of such Holder or other person, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from, or reduction in, such tax, assessment or other governmental charge;

(4) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding or deducting from payments on the Notes;

(5) to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, treaty, regulation or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(6) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;

(7) to any tax, assessment or other governmental charge required to be withheld by any Paying Agent from any payment of principal of or premium, if any, or interest on any note, if such payment can be made without such withholding by at least one other Paying Agent;

(8) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(9) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, any intergovernmental agreement or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or

(10) in the case of any combination of clauses (1), (2), (3), (4), (5), (6), (7), (8) and (9).

(b) The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided under this Section 2.07, the Issuer will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

(c) As used under this Section 2.07, the term "United States" means the United States of America (including the states of the United States and the District of Columbia and any political subdivision thereof) and the term "United States person" means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia (other than a partnership that is not treated as a United States person under any applicable Treasury regulations), or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

(d) Whenever in the Indenture (including the Notes) there is referenced, in any, context, the payment of amounts based on the payment of principal of, or premium, if any, or interest on, the Notes, or any other amount payable thereunder or with respect thereto, such reference will be deemed to include the payment of Additional Amounts as described under this Section 2.07 to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof. If Additional Amounts are payable on the Notes, the Issuer shall provide an Officers' Certificate to the Trustee and the Paying Agent on or before the date such Additional Amounts are payable setting forth the amount of such Additional Amounts in reasonable detail. The Trustee and the Paying Agent may provide a copy of such Officers' Certificate or other notice received from the Issuer relating to Additional Amounts to any Holder upon request. Unless and until a Responsible Officer of the Trustee receives at the Corporate Trust Office such a certificate, the Trustee and the Paying Agent may assume without inquiry that no such Additional Amounts are payable. The Trustee and the Paying Agent shall not at any time be under any duty or responsibility to any Holder to determine whether any Additional Amounts are payable, or with respect to the nature, extent, or calculation of the amount of any Additional Amounts owed, or with respect to the method employed in such calculation of any Additional Amount. If the Issuer has paid Additional Amounts directly to the Persons entitled to it, the Issuer shall deliver to the Trustee and the Paying Agent an Officers' Certificate setting forth the particulars of such payment.

Section 2.08. Paying Agent and Security Registrar.

The Issuer shall maintain a Paying Agent authorized by the Issuer. The Issuer hereby authorizes U.S. Bank Europe DAC, UK Branch to initially act as the Paying Agent for the Notes. The Issuer shall maintain a Security Registrar. The Issuer hereby authorizes U.S. Bank Trust Company, National Association to initially act as Security Registrar for the Notes.

For so long as the Notes are represented in the form of a Global Note, the Issuer shall, through the Paying Agent, make all payments of principal and interest by wire transfer of immediately available funds in euro to the Depositary or its nominee, as the case may be, as the registered owner and Holder of any Global Notes representing such Notes. In the event that Notes in definitive form shall have been issued, payments (including principal, premium, if any, and interest) with respect to the Notes in definitive form will be payable at the Paying Agent Office, or, at the Issuer's option, by check mailed to the Holders thereof at the respective addresses set forth in the security register, *provided* that all payments (including principal, premium, if any, and interest) on Notes in definitive form, for which the Holders thereof have given wire transfer instructions to the Paying Agent at least ten Business Days prior to the applicable payment date, will be required to be made by wire transfer of immediately available funds in euro to the accounts specified by the Holders thereof, subject, in each case, to surrender of the Notes to the Paying Agent in the case of payments of principal or premium.

No service charge will be made for any transfer or exchange of the Notes, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with a transfer or exchange.

Section 2.09. Authenticating Agent.

The Trustee may appoint an Authenticating Agent reasonably acceptable to the Issuer. Unless limited by the terms of such appointment, an Authenticating Agent may authenticate Securities whenever the Trustee may do so. Each reference in the Indenture to authentication by the Trustee includes authentication by such agent.

The Trustee hereby appoints U.S. Bank Europe DAC, UK Branch as an Authenticating Agent to authenticate and deliver the Notes on behalf of the Trustee. U.S. Bank Europe DAC, UK Branch as an Authenticating Agent is acceptable to the Issuer.

Section 2.10. Issuance in Euro.

(a) Initial Holders of the Notes will be required to pay for the Notes in euro, and principal, premium, if any, and interest payments on the Notes, including any payments made upon any redemption of the Notes, will be payable in euro.

(b) Distributions of principal, premium, if any, and interest with respect to the Global Notes will be credited in euro to the extent received by Euroclear or Clearstream from the Paying Agent to the cash accounts of Euroclear or Clearstream customers in accordance with the relevant system's rules and procedures.

(c) If, on or after the date of issuance of the Notes, the Issuer is unable to obtain euro in amounts sufficient to make a required payment under the Notes due to the imposition of exchange controls or other circumstances beyond the Issuer's control (including the dissolution of the European Monetary Union) or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in Dollars until the euro is again available to the Issuer or so used. In such circumstances, the amount payable on any date in euro will be converted into Dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the then most recent euro/Dollar exchange rate available on or prior to the second Business Day prior to the relevant payment date, as determined by the Issuer in its sole discretion. Any payment in respect of the Notes so made in Dollars will not constitute an Event of Default under the Notes or the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

ARTICLE III
REDEMPTIONS

Section 3.01. Optional Redemption.

(a) The 2031 Notes

(i) Prior to the 2031 Par Call Date. The 2031 Notes will be redeemable, either in whole or from time to time in part, at the option of the Issuer, prior to the 2031 Par Call Date, upon not less than 15 days and not more than 60 days prior notice transmitted to the Holders of the 2031 Notes to be redeemed, at a Redemption Price equal to the greater of:

(A) 100 percent of the principal amount of such 2031 Notes to be redeemed, and

(B) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to that Redemption Date) discounted to that Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate plus 15 basis points,

plus, in either case, accrued and unpaid interest on the principal amount being redeemed to that Redemption Date.

(ii) On or After the 2031 Par Call Date. The 2031 Notes will be redeemable, either in whole or from time to time in part, at the option of the Issuer, on or after the 2031 Par Call Date, upon not less than 15 days and not more than 60 days prior notice transmitted to the Holders of the 2031 Notes to be redeemed, at a Redemption Price equal to 100 percent of the principal amount of the 2031 Notes being redeemed, plus, in each case, accrued and unpaid interest on the principal amount being redeemed to the applicable Redemption Date.

(b) The 2037 Notes

(i) Prior to the 2037 Par Call Date. The 2037 Notes will be redeemable, either in whole or from time to time in part, at the option of the Issuer, prior to the 2037 Par Call Date, upon not less than 15 days and not more than 60 days prior notice transmitted to the Holders of the 2037 Notes to be redeemed, at a Redemption Price equal to the greater of:

(A) 100 percent of the principal amount of such 2037 Notes to be redeemed, and

(B) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to that Redemption Date) discounted to that Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate plus 15 basis points,

plus, in either case, accrued and unpaid interest on the principal amount being redeemed to that Redemption Date.

(ii) On or After the 2037 Par Call Date. The 2037 Notes will be redeemable, either in whole or from time to time in part, at the option of the Issuer, on or after the 2037 Par Call Date, upon not less than 15 days and not more than 60 days prior notice transmitted to the Holders of the 2037 Notes to be redeemed, at a Redemption Price equal to 100 percent of the principal amount of the 2037 Notes being redeemed, plus, in each case, accrued and unpaid interest on the principal amount being redeemed to the applicable Redemption Date.

(c) Accrued Interest. Notwithstanding subsections (a) and (b) above, installments of interest on the Notes which are due and payable on the 2031 Interest Payment Date and the 2037 Interest Payment Date, as the case may be, falling on or prior to a Redemption Date shall be payable on such 2031 Interest Payment Date or 2037 Interest Payment Date to the Holders of those Notes as of the close of business on the relevant 2031 Regular Record Date or 2037 Regular Record Date, as the case may be, according to the terms of the Notes and the Indenture. On and after the Redemption Date, interest will cease to accrue on the Notes or any portion of the Notes that are called for redemption (unless the Issuer defaults in the payment of the Redemption Price).

(d) Notice. Notices of any optional redemption shall be mailed or otherwise transmitted in accordance with the applicable procedures of Euroclear or Clearstream to the holders of Notes being redeemed not less than 15 days and not more than 60 days before the redemption date of the applicable series of Notes being redeemed. The Issuer shall notify the Trustee and the Paying Agent of the Redemption Price promptly after the calculation thereof and in any event no late than two Business Days prior to the Redemption Date, and the Trustee and the Paying Agent shall not be responsible for such calculation.

(e) Payment. On or prior to 10:00 a.m., London time, on the Redemption Date (or such later time as may be agreed between the Issuer and the Paying Agent), the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of, and accrued interest on, the Notes to be redeemed to, but excluding, the Redemption Date.

(f) Selection of Notes. If less than all of the Notes of a series are to be redeemed, the Notes in that series to be redeemed shall be selected by the Paying Agent by a method the Paying Agent deems to be fair and appropriate or, in the event that the Notes are represented by one or more Global Notes, beneficial interests therein shall be selected for redemption by Clearstream and Euroclear in accordance with their respective applicable procedures therefor. If the Notes are listed on any national securities exchange, Euroclear or Clearstream will select Notes in compliance with their respective procedures and those of the principal national securities exchange on which the Notes are listed. Notwithstanding the foregoing, if less than all of the Notes are to be redeemed, no Notes of a principal amount of €100,000 or less shall be redeemed in part. In any case, the principal amount of any Note remaining outstanding after a redemption in part shall be €100,000 or an integral multiple of €1,000 in excess thereof.

Section 3.02. Tax Redemption. If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) or treaties of the United States (or any taxing authority in the United States), or any change in, or amendments to, an official position regarding the application or interpretation of such laws, regulations, rulings or treaties, which change or amendment is announced or becomes effective on or after the date of issuance of the Notes, the Issuer becomes or will become obligated to pay additional amounts as described herein under Section 2.07 with respect to a series of the Notes, then the Issuer may at any time at its option redeem, in whole, but not in part, the outstanding series of Notes on not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100 percent of their principal amount, together with accrued and unpaid interest on those Notes to, but not including, the date fixed for redemption; provided such obligation cannot be avoided by its taking reasonable measures available to it, not including substitution of the obligor under the Notes.

ARTICLE IV
TRANSFER AND EXCHANGE

Section 4.01. Transfer and Exchange.

For the purposes of this Third Supplemental Indenture only, the fifth and sixth paragraphs under Section 2.8 of the Original Indenture are replaced in their entirety by the following:

"The Notes shall not be convertible into, or exchangeable for, any other securities of the Issuer, except that the Notes shall be exchangeable for other Notes to the extent provided for in the Original Indenture and subject to the conditions set forth below. Subject to certain conditions, the series of Notes represented by any Global Securities are exchangeable for Securities in definitive form of like tenor in minimum denominations of €100,000 principal amount and integral multiples of €1,000 in excess thereof if:

(1) the Depositary provides notification that it is unwilling, unable or no longer qualified to continue as depositary for the Global Securities and a successor is not appointed by the Issuer within 90 days;

(2) the Issuer has been notified that both Clearstream and Euroclear have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available;

(3) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Securities in definitive form; or

(4) an event of default entitling the Holders of the applicable series of Notes to accelerate the maturity thereof has occurred and is continuing.

Upon the occurrence of any of the preceding events above, the Issuer will notify the Trustee, the Paying Agent, the Security Registrar and the Authenticating Agent in writing that, upon surrender by the participants of their interest in such Global Securities, Securities in definitive form will be issued to each Person that such participants and the Depositary identify as being the beneficial owner of the related Securities. Beneficial interests in Global Securities may be exchanged for Securities in definitive form of the same series upon request but only upon at least 30 days' prior written notice given to Trustee by or on behalf of the Depositary in accordance with customary procedures. Global Securities also may be exchanged or replaced, in whole or in part, as provided in Sections 2.8, 2.9 and 2.11 hereof. Except as otherwise provided above in this Section 2.8, every Security authenticated and delivered in exchange for, or in lieu of, a Global Security or any portion thereof, pursuant to this Section 2.8 or Sections 2.9 and 2.11 of the Original Indenture, shall be authenticated and delivered in the form of, and shall be, a Global Security. A Global Security may not be exchanged for another Security other than as provided in this Section 2.8.

In all cases, definitive Securities delivered in exchange for any Global Security or beneficial interest therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of Clearstream and Euroclear (in accordance with their customary procedures)."

ARTICLE V
OFFICES AND ROLES

Section 5.01. Offices for Payment. U.S. Bank Europe DAC, UK Branch will initially act as the Paying Agent and Authenticating Agent for the Notes and U.S. Bank Trust Company, National Association will initially act as the Security Registrar for the Notes, including in each case for the purposes of Section 3.2 of the Original Indenture. The Notes may be presented for payment at the Paying Agent Office of the Paying Agent or at any other agency as may be appointed from time to time by the Issuer, subject to Section 2.08 hereof.

Section 5.02. Certain Roles.

(a) Each reference to the Trustee or any agent in the Original Indenture, to the extent it relates to the performance of duties or the exercise of rights assigned by this Third Supplemental Indenture, the Notes, or the Agency Agreement, in each case to the Paying Agent, shall be deemed to be a reference to the Paying Agent.

(b) The references to the Trustee in Section 2.1 of the Original Indenture, the reference to the Trustee in Section 2.10 of the Original Indenture, each related reference in the Original Indenture to the Trustee receiving Securities for cancellation or cancelling Securities (including such references contained in the definition of "Outstanding" and in Sections 2.1 and 10.1 of the Original Indenture), and each other reference to the Trustee or any agent, to the extent it relates to the performance of duties or the exercise of rights assigned by this Third Supplemental Indenture, the Notes, or the Agency Agreement, in each case to the Security Registrar, shall be deemed to be a reference to the Security Registrar.

(c) Each reference to the Trustee or any agent, to the extent it relates to the performance of duties or the exercise of rights assigned by this Third Supplemental Indenture, the Notes, or the Agency Agreement, in each case to the Authenticating Agent, shall be deemed to be a reference to the Authenticating Agent.

(d) Notwithstanding anything to the contrary, the Trustee, Paying Agent, Security Registrar, and Authenticating Agent may, with the consent of the Issuer, provide for the performance of any of the duties to be performed by any of them under the Indenture or the Notes to be performed by another of them, subject to the terms of the Indenture, and any duties so performed shall be deemed to have been performed by the appropriate party for all purposes under the Indenture and the Notes.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Ratification of Original Indenture. This Third Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture, and as supplemented and modified hereby, the Original Indenture is in all respects ratified and confirmed, and the Original Indenture and this Third Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 6.02. Recitals of Fact. The Trustee makes no representation as to and shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or the Notes or the due execution thereof by the Issuer, except for any certificate of authentication in accordance with the Indenture. The recitals of fact contained herein shall be taken as the statements solely of the Issuer and the Trustee assumes no responsibility for the correctness thereof or liability in any manner whatsoever for or with respect to any of the recitals or statements contained herein, except, with respect to the Trustee, for any certificate of authentication in accordance with the Indenture. The Trustee shall not be accountable for the use or application by the Issuer of the Notes or the proceeds thereof. The Trustee is hereby authorized by the Issuer to enter into the Agency Agreement and perform its obligations and exercise its rights thereunder in accordance with its terms. All of the provisions contained in the Indenture in respect of the rights, powers, privileges, indemnities and immunities of the Trustee shall be applicable in respect of this Third Supplemental Indenture and the Agency Agreement as fully and with like force and effect as though set forth in full herein and therein.

Section 6.03. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.04. Successors and Assigns. All covenants and agreements in this Third Supplemental Indenture by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.05. Separability Clause. In case any one or more of the provisions contained in this Third Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.06. Governing Law; Jury Trial Waiver. THIS THIRD SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUER AND THE TRUSTEE, AND BY ITS ACCEPTANCE THEREOF, EACH HOLDER OF A NOTE, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.07. Counterparts. This Third Supplemental Indenture shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Third Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Signatures of the parties hereto transmitted by facsimile or PDF may be used in lieu of the originals and shall be deemed to be their original signatures for all purposes. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 6.08. U.S.A. Patriot Act. The Issuer acknowledges that in accordance with the Customer Identification Program (CIP) requirements under the USA PATRIOT Act and its implementing regulations, the Trustee, in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The Issuer hereby agrees that it shall provide the Trustee with such information as it may request including, but not limited to, the Issuer's name, physical address, tax identification number and other information that will help the Trustee identify and verify the Issuer's identity such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information.

IN WITNESS WHEREOF, the parties have caused this Third Supplemental Indenture to be duly executed as of the date first written above.

EMERSON ELECTRIC CO.

By: /s/ Michael J. Baughman
Name: Michael J. Baughman
Title: Executive Vice President and Chief Financial Officer

By: /s/ J. H. Thomasson
Name: J. H. Thomasson
Title: Vice President and Treasurer

COMPUTERSHARE TRUST COMPANY, N.A., as Trustee

By: /s/ Corey J. Dahlstrand
Name: Corey J. Dahlstrand
Title: Vice President

[*Signature Page to Third Supplemental Indenture]*

EXHIBIT A

FORM OF GLOBAL 2031 NOTE

[FACE OF GLOBAL NOTE]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY) MAY BE REGISTERED EXCEPT IN SUCH LIMITED CIRCUMSTANCES.

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK SA/NV, AS OPERATOR OF THE EUROCLEAR SYSTEM ("EUROCLEAR"), AND CLEARSTREAM BANKING, S.A. ("CLEARSTREAM" AND, TOGETHER WITH EUROCLEAR, "EUROCLEAR/CLEARSTREAM") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED AS NOMINEE OF U.S. BANK EUROPE DAC AS COMMON DEPOSITARY (THE "DEPOSITARY") OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

EMERSON ELECTRIC CO.

3.000% Note due 2031

€500,000,000

No.: A-1
CUSIP: 291011 BU7
ISIN: XS3007570222
Common Code: 300757022

Issue Date: March 4, 2025

Emerson Electric Co., a Missouri corporation (the "Issuer"), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee of the common depositary for Euroclear and Clearstream, or registered assigns, the principal sum of FIVE HUNDRED MILLION EUROS (€500,000,000), or such other principal sum as shall be set forth in the Schedule of Exchanges of Interests attached hereto, on March 15, 2031 (the "Maturity Date"), and to pay interest at 3.000% per annum annually in arrears on each March 15, commencing March 15, 2025 (each, an "Interest Payment Date"), with the interest computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on this Note (or March 4, 2025, if no interest has been paid on this Note), to, but excluding, the next scheduled Interest Payment Date, which payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

If an Interest Payment Date or the Maturity Date falls on a day that is not a Business Day, the related payment of interest or principal, as applicable, will be made on the next Business Day with the same force and effect as if it were made on the date the payment was due, and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date or the Maturity Date, as the case may be, to the date the payment is made. Interest payments will include accrued interest from and including the date of issue or from and including the last date in respect to which interest has been paid, as the case may be, to, but excluding, the Interest Payment Date or the Maturity Date, as the case may be.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof. Such further 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 the Trustee under the Indenture referred to on the reverse hereof or the Authenticating Agent referred to herein.

IN WITNESS WHEREOF, Emerson Electric Co. has caused this instrument to be signed by facsimile by its duly authorized officers and has caused a facsimile of its corporate seal to be affixed hereunto or imprinted hereon.

EMERSON ELECTRIC CO.

By: _____
Title: Executive Vice President and Chief Financial Officer

By: _____
Title: Vice President and Treasurer

[SEAL]

[**FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION**]

This is one of the Securities described in the within-mentioned Indenture.

Dated:

COMPUTERSHARE TRUST COMPANY, N.A.,
as Trustee
By U.S. BANK EUROPE DAC, UK BRANCH, as Authenticating Agent appointed by the Trustee

By: _____
Authorized Signatory

[FORM OF REVERSE OF NOTE]

EMERSON ELECTRIC CO.

3.000% Notes due 2031

This Note is one of a duly authorized issue of unsecured debentures, notes or other evidence of indebtedness of the Issuer (hereinafter called the "Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to an indenture dated as of December 10, 1998 (herein called the "Original Indenture"), duly executed and delivered by the Issuer to Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association (successor to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as The Bank of New York))), as trustee (herein called the "Trustee"), as supplemented by a Third Supplemental Indenture dated as of March 4, 2025 (the "Third Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), between the Issuer and the Trustee, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Issuer and the holders of the Securities. The Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as in the Indenture provided. This Note is one of a series designated as the 3.000% Notes due 2031 of the Issuer, limited in aggregate principal amount to €500,000,000 (herein called the "Notes").

The Notes of this series are redeemable, in whole or from time to time in part, at the Issuer's option, prior to the Par Call Date (as defined below), at a redemption price equal to the greater of (i) 100 percent of the principal amount of the Notes being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to that Redemption Date) discounted to that Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate (as defined below) plus 15 basis points, plus, in either case, accrued and unpaid interest on the principal amount being redeemed to that Redemption Date.

The Notes of this series are redeemable, in whole or from time to time in part, at the Issuer's option, on or after the Par Call Date, at a redemption price equal to 100 percent of the principal amount of the Notes being redeemed, plus accrued and unpaid interest on the principal amount being redeemed to the applicable Redemption Date.

Notwithstanding the foregoing, installments of interest on the Notes which are due and payable on an Interest Payment Date falling on or prior to the relevant Redemption Date shall be payable to the holders of those Notes, registered as such at the close of business on the relevant record date according to their terms and the provisions of the Indenture.

Notice of any redemption will be mailed or otherwise transmitted in accordance with the applicable procedures of Euroclear or Clearstream to each Holder of the Notes not less than 15 days but not more than 60 days before the Redemption Date of the Notes being redeemed.

If less than all of the Notes of this series are to be redeemed, the Notes of this series to be redeemed shall be selected by the Paying Agent by a method the Paying Agent deems to be fair and appropriate or, in the event that the Notes are represented by one or more Global Notes, beneficial interests therein shall be selected for redemption by Clearstream and Euroclear in accordance with their respective applicable procedures therefor. If the Notes are listed on any national securities exchange, Euroclear or Clearstream will select Notes in compliance with the requirements of the principal national securities exchange on which the Notes are listed. Notwithstanding the foregoing, if less than all of the Notes are to be redeemed, no Notes of a principal amount of €100,000 or less shall be redeemed in part.

"*Comparable Government Bond Rate*" means, with respect to any redemption date, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes to be redeemed, if they were to be purchased at such price on the third Business Day prior to the redemption date, would be equal to the gross redemption yield on such Business Bay of the Comparable Government Bond (as defined below) on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Issuer.

"*Comparable Government Bond*" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Issuer, a German federal government bond whose maturity is closest to the maturity of the Notes to be redeemed, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German federal government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German federal government bonds selected by the Issuer, determine to be appropriate for determining the Comparable Government Bond Rate.

"*Par Call Date*" means January 15, 2031.

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) or treaties of the United States (or any taxing authority in the United States), or any change in, or amendments to, an official position regarding the application or interpretation of such laws, regulations, rulings or treaties, which change or amendment is announced or becomes effective on or after the date of issuance of the Notes, the Issuer becomes or will become obligated to pay additional amounts as described under Section 2.07 of the Third Supplemental Indenture with respect to the Notes, then the Issuer may at any time at its option redeem, in whole, but not in part, the outstanding Notes on not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100 percent of their principal amount, together with accrued and unpaid interest on those Notes to, but not including, the date fixed for redemption; provided such obligation cannot be avoided by its taking reasonable measures available to it, not including substitution of the obligor under the Notes.

Pursuant to Section 2.07 of the Third Supplemental Indenture, the Issuer will, subject to the exceptions and limitations set forth in Section 2.07 of the Third Supplemental Indenture, pay such additional amounts ("Additional Amounts") as will result in the receipt by each beneficial owner of a Note that is not a United States person (as defined below) of such amounts, after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States (including any withholding or deduction with respect to the payment of such Additional Amounts) as would have been received had no such withholding or deduction been required.

As used herein, the term "United States" means the United States of America (including the states of the United States and the District of Columbia and any political subdivision thereof) and the term "United States person" means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia (other than a partnership that is not treated as a United States person under any applicable Treasury regulations), or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

Whenever in the Indenture (including in this Note) there is referenced, in any context, the payment of amounts based on the payment of principal of, or premium, if any, or interest on, the Notes of this series, or any other amount payable thereunder or with respect thereto, such reference will be deemed to include the payment of Additional Amounts as described hereunder to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Indenture contains provisions for defeasance at any time of the entire Indebtedness of this Note or certain restrictive covenants and Events of Default with respect to this Note, in each case upon compliance with certain conditions set forth in the Indenture.

In case an Event of Default with respect to the Notes shall have occurred and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Issuer and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding (as defined in the Indenture) of all series to be affected (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series; *provided, however*, that no such supplemental indenture shall (i) extend the final maturity of any Security, or reduce the principal amount thereof or any premium thereon, or reduce the rate or extend the time of payment of any interest thereon, or reduce any amount payable on redemption thereof or reduce the amount of the principal of an Original Issue Discount Security (as defined in the Indenture) payable upon acceleration thereof or the amount thereof provable in bankruptcy, or impair or affect the rights of any Holder to institute suit for the payment thereof, or, if the Securities provide therefor, any right of repayment at the option of the Holder, without the consent of the Holder of each Security so affected, or (ii) reduce the aforesaid percentage of Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holder of each Security affected. It is also provided in the Indenture that, with respect to certain defaults or Events of Default regarding the Securities of any series, prior to any declaration accelerating the maturity of such Securities, the Holders of a majority in aggregate principal amount Outstanding of the Securities of such series (or, in the case of certain defaults or Events of Default, all or certain series of the Securities) may on behalf of the Holders of all the Securities of such series (or all or certain series of the Securities, as the case may be) waive any such past default or Event of Default and its consequences. The preceding sentence shall not, however, apply to a default in the payment of the principal of or premium, if any, or interest on any of the Securities. Any such consent or waiver by the Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

No Global Note may be transferred except as a whole by the Depositary to a nominee of the Depositary. Subject to certain conditions, the Notes represented by the Global Note are exchangeable for certificated notes in definitive form of like tenor in minimum denominations of €100,000 principal amount and integral multiples of €1,000 in excess thereof if: (1) the Depositary provides notification that it is unwilling, unable or no longer qualified to continue as depositary for the Global Note and a successor is not appointed by the Issuer within 90 days; (2) the Issuer has been notified that both Clearstream and Euroclear have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available, (3) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Global Note in definitive form, or (4) an event of default entitling the Holders of the Notes to accelerate the maturity thereof has occurred and is continuing. Upon the occurrence of any of the preceding events, the Issuer will notify the Trustee in writing that, upon surrender by the participants of their interest in such Global Note, Securities in definitive form will be issued to each Person that such participants and the Depositary identify as being the beneficial owner of the related Securities. Beneficial interests in Global Notes may be exchanged for Securities in definitive form of the same series upon request but only upon at least 30 days' prior written notice given to the Trustee by or on behalf of the Depositary in accordance with customary procedures.

For purposes of the Notes, "Business Day" shall mean any day that is not a Saturday or Sunday and that is not a day on which banking institutions are authorized or obligated by law or executive order to close in the City of New York or London and on which the real time gross settlement system operated by Euroclear (the T2 system), or any successor thereto, operates.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

The acceptance of this Note shall be deemed to constitute the consent and agreement of the Holder hereof to all of the terms and provisions of the Indenture. Terms used herein which are defined in the Indenture shall have the respective meanings assigned thereto in the Indenture.

THE INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

_____

(Insert assignee's social security or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ as agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Your Signature: _____

(Sign exactly as your name appears on the other side of this Note)

Your Name: _____

Date: _____

Signature Guarantee: _____ *

*NOTICE: The Signature must be guaranteed by an Institution which is a member of one of the following recognized signature Guarantee Programs: (i) The Securities Transfer Agent Medallion Program (STAMP); (ii) The New York Stock Exchange Medallion Program (MNSP); (iii) The Stock Exchange Medallion Program (SEMP); or (iv) such other guarantee program acceptable to the Trustee.

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of an interest in this Global Note for an interest in another Global Note or for a Definitive Security, or exchanges of an interest in another Global Note or a Definitive Security for an interest in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory or Trustee or Securities Custodian

EXHIBIT B

FORM OF GLOBAL 2037 NOTE

[FACE OF GLOBAL NOTE]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY) MAY BE REGISTERED EXCEPT IN SUCH LIMITED CIRCUMSTANCES.

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK SA/NV, AS OPERATOR OF THE EUROCLEAR SYSTEM ("EUROCLEAR"), AND CLEARSTREAM BANKING, S.A. ("CLEARSTREAM" AND, TOGETHER WITH EUROCLEAR, "EUROCLEAR/CLEARSTREAM") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED AS NOMINEE OF U.S. BANK EUROPE DAC AS COMMON DEPOSITARY (THE "DEPOSITARY") OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

EMERSON ELECTRIC CO.

3.500% Note due 2037

€500,000,000

No.: A-1
CUSIP: 291011 BV5
ISIN: XS3007570495
Common Code: 300757049

Issue Date: March 4, 2025

Emerson Electric Co., a Missouri corporation (the "Issuer"), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee of the common depositary for Euroclear and Clearstream, or registered assigns, the principal sum of FIVE HUNDRED MILLION EUROS (€500,000,000), or such other principal sum as shall be set forth in the Schedule of Exchanges of Interests attached hereto, on March 15, 2037 (the "Maturity Date"), and to pay interest at 3.500% per annum annually in arrears on each March 15, commencing March 15, 2025 (each, an "Interest Payment Date"), with the interest computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on this Note (or March 4, 2025, if no interest has been paid on this Note), to, but excluding, the next scheduled Interest Payment Date, which payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

If an Interest Payment Date or the Maturity Date falls on a day that is not a Business Day, the related payment of interest or principal, as applicable, will be made on the next Business Day with the same force and effect as if it were made on the date the payment was due, and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date or the Maturity Date, as the case may be, to the date the payment is made. Interest payments will include accrued interest from and including the date of issue or from and including the last date in respect to which interest has been paid, as the case may be, to, but excluding, the Interest Payment Date or the Maturity Date, as the case may be.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof. Such further 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 the Trustee under the Indenture referred to on the reverse hereof or the Authenticating Agent referred to herein.

IN WITNESS WHEREOF, Emerson Electric Co. has caused this instrument to be signed by facsimile by its duly authorized officers and has caused a facsimile of its corporate seal to be affixed hereunto or imprinted hereon.

EMERSON ELECTRIC CO.

By: _____
Title: Executive Vice President and Chief Financial Officer

By: _____
Title: Vice President and Treasurer

[SEAL]

[**FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION**]

This is one of the Securities described in the within-mentioned Indenture.

Dated:

COMPUTERSHARE TRUST COMPANY, N.A., as Trustee
By U.S. BANK EUROPE DAC, UK BRANCH, as Authenticating Agent appointed by the Trustee

By: _____
Authorized Signatory

[FORM OF REVERSE OF NOTE]

EMERSON ELECTRIC CO.

3.500% Notes due 2037

This Note is one of a duly authorized issue of unsecured debentures, notes or other evidence of indebtedness of the Issuer (hereinafter called the "Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to an indenture dated as of December 10, 1998 (herein called the "Original Indenture"), duly executed and delivered by the Issuer to Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association (successor to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as The Bank of New York))), as trustee (herein called the "Trustee"), as supplemented by a Third Supplemental Indenture dated as of March 4, 2025 (the "Third Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), between the Issuer and the Trustee, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Issuer and the holders of the Securities. The Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as in the Indenture provided. This Note is one of a series designated as the 3.500% Notes due 2037 of the Issuer, limited in aggregate principal amount to €500,000,000 (herein called the "Notes").

The Notes of this series are redeemable, in whole or from time to time in part, at the Issuer's option, prior to the Par Call Date (as defined below), at a redemption price equal to the greater of (i) 100 percent of the principal amount of the Notes being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to that Redemption Date) discounted to that Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate (as defined below) plus 15 basis points, plus, in either case, accrued and unpaid interest on the principal amount being redeemed to that Redemption Date.

The Notes of this series are redeemable, in whole or from time to time in part, at the Issuer's option, on or after the Par Call Date, at a redemption price equal to 100 percent of the principal amount of the Notes being redeemed, plus accrued and unpaid interest on the principal amount being redeemed to the applicable Redemption Date.

Notwithstanding the foregoing, installments of interest on the Notes which are due and payable on an Interest Payment Date falling on or prior to the relevant Redemption Date shall be payable to the holders of those Notes, registered as such at the close of business on the relevant record date according to their terms and the provisions of the Indenture.

Notice of any redemption will be mailed or otherwise transmitted in accordance with the applicable procedures of Euroclear or Clearstream to each Holder of the Notes not less than 15 days but not more than 60 days before the Redemption Date of the Notes being redeemed.

If less than all of the Notes of this series are to be redeemed, the Notes of this series to be redeemed shall be selected by the Paying Agent by a method the Paying Agent deems to be fair and appropriate or, in the event that the Notes are represented by one or more Global Notes, beneficial interests therein shall be selected for redemption by Clearstream and Euroclear in accordance with their respective applicable procedures therefor. If the Notes are listed on any national securities exchange, Euroclear or Clearstream will select Notes in compliance with the requirements of the principal national securities exchange on which the Notes are listed. Notwithstanding the foregoing, if less than all of the Notes are to be redeemed, no Notes of a principal amount of €100,000 or less shall be redeemed in part.

"*Comparable Government Bond Rate*" means, with respect to any redemption date, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes to be redeemed, if they were to be purchased at such price on the third Business Day prior to the redemption date, would be equal to the gross redemption yield on such Business Bay of the Comparable Government Bond (as defined below) on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Issuer.

"*Comparable Government Bond*" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Issuer, a German federal government bond whose maturity is closest to the maturity of the Notes to be redeemed, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German federal government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German federal government bonds selected by the Issuer, determine to be appropriate for determining the Comparable Government Bond Rate.

"*Par Call Date*" means December 15, 2036.

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) or treaties of the United States (or any taxing authority in the United States), or any change in, or amendments to, an official position regarding the application or interpretation of such laws, regulations, rulings or treaties, which change or amendment is announced or becomes effective on or after the date of issuance of the Notes, the Issuer becomes or will become obligated to pay additional amounts as described under Section 2.07 of the Third Supplemental Indenture with respect to the Notes, then the Issuer may at any time at its option redeem, in whole, but not in part, the outstanding Notes on not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100 percent of their principal amount, together with accrued and unpaid interest on those Notes to, but not including, the date fixed for redemption; provided such obligation cannot be avoided by its taking reasonable measures available to it, not including substitution of the obligor under the Notes.

Pursuant to Section 2.07 of the Third Supplemental Indenture, the Issuer will, subject to the exceptions and limitations set forth in Section 2.07 of the Third Supplemental Indenture, pay such additional amounts ("Additional Amounts") as will result in the receipt by each beneficial owner of a Note that is not a United States person (as defined below) of such amounts, after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States (including any withholding or deduction with respect to the payment of such Additional Amounts) as would have been received had no such withholding or deduction been required.

As used herein, the term "United States" means the United States of America (including the states of the United States and the District of Columbia and any political subdivision thereof) and the term "United States person" means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia (other than a partnership that is not treated as a United States person under any applicable Treasury regulations), or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

Whenever in the Indenture (including in this Note) there is referenced, in any context, the payment of amounts based on the payment of principal of, or premium, if any, or interest on, the Notes of this series, or any other amount payable thereunder or with respect thereto, such reference will be deemed to include the payment of Additional Amounts as described hereunder to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Indenture contains provisions for defeasance at any time of the entire Indebtedness of this Note or certain restrictive covenants and Events of Default with respect to this Note, in each case upon compliance with certain conditions set forth in the Indenture.

In case an Event of Default with respect to the Notes shall have occurred and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Issuer and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding (as defined in the Indenture) of all series to be affected (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series; *provided, however*, that no such supplemental indenture shall (i) extend the final maturity of any Security, or reduce the principal amount thereof or any premium thereon, or reduce the rate or extend the time of payment of any interest thereon, or reduce any amount payable on redemption thereof or reduce the amount of the principal of an Original Issue Discount Security (as defined in the Indenture) payable upon acceleration thereof or the amount thereof provable in bankruptcy, or impair or affect the rights of any Holder to institute suit for the payment thereof, or, if the Securities provide therefor, any right of repayment at the option of the Holder, without the consent of the Holder of each Security so affected, or (ii) reduce the aforesaid percentage of Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holder of each Security affected. It is also provided in the Indenture that, with respect to certain defaults or Events of Default regarding the Securities of any series, prior to any declaration accelerating the maturity of such Securities, the Holders of a majority in aggregate principal amount Outstanding of the Securities of such series (or, in the case of certain defaults or Events of Default, all or certain series of the Securities) may on behalf of the Holders of all the Securities of such series (or all or certain series of the Securities, as the case may be) waive any such past default or Event of Default and its consequences. The preceding sentence shall not, however, apply to a default in the payment of the principal of or premium, if any, or interest on any of the Securities. Any such consent or waiver by the Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

No Global Note may be transferred except as a whole by the Depositary to a nominee of the Depositary. Subject to certain conditions, the Notes represented by the Global Note are exchangeable for certificated notes in definitive form of like tenor in minimum denominations of €100,000 principal amount and integral multiples of €1,000 in excess thereof if: (1) the Depositary provides notification that it is unwilling, unable or no longer qualified to continue as depositary for the Global Note and a successor is not appointed by the Issuer within 90 days; (2) the Issuer has been notified that both Clearstream and Euroclear have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available, (3) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Global Note in definitive form, or (4) an event of default entitling the Holders of the Notes to accelerate the maturity thereof has occurred and is continuing. Upon the occurrence of any of the preceding events, the Issuer will notify the Trustee in writing that, upon surrender by the participants of their interest in such Global Note, Securities in definitive form will be issued to each Person that such participants and the Depositary identify as being the beneficial owner of the related Securities. Beneficial interests in Global Notes may be exchanged for Securities in definitive form of the same series upon request but only upon at least 30 days' prior written notice given to the Trustee by or on behalf of the Depositary in accordance with customary procedures.

For purposes of the Notes, "Business Day" shall mean any day that is not a Saturday or Sunday and that is not a day on which banking institutions are authorized or obligated by law or executive order to close in the City of New York or London and on which the real time gross settlement system operated by Euroclear (the T2 system), or any successor thereto, operates.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

The acceptance of this Note shall be deemed to constitute the consent and agreement of the Holder hereof to all of the terms and provisions of the Indenture. Terms used herein which are defined in the Indenture shall have the respective meanings assigned thereto in the Indenture.

THE INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Insert assignee's social security or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ as agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Your Signature: _____

(Sign exactly as your name appears on the other side of this Note)

Your Name: _____

Date: _____

Signature Guarantee: _____ *

*NOTICE: The Signature must be guaranteed by an Institution which is a member of one of the following recognized signature Guarantee Programs: (i) The Securities Transfer Agent Medallion Program (STAMP); (ii) The New York Stock Exchange Medallion Program (MNSP); (iii) The Stock Exchange Medallion Program (SEMP); or (iv) such other guarantee program acceptable to the Trustee.

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of an interest in this Global Note for an interest in another Global Note or for a Definitive Security, or exchanges of an interest in another Global Note or a Definitive Security for an interest in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory or Trustee or Securities Custodian

Exhibit 4.3

Execution Version

DATED MARCH 4, 2025

ISSUER
EMERSON ELECTRIC CO.

PAYING AGENT
U.S. BANK EUROPE DAC, UK BRANCH

TRANSFER AGENT
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

REGISTRAR
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

- AND -

TRUSTEE
COMPUTERSHARE TRUST COMPANY, N.A.

AGENCY AGREEMENT

relating to Notes issued under a registration statement
including a base prospectus, dated November 13, 2023,
and a prospectus supplement dated February 25, 2025

Contents

This agreement is made on March 4, 2025

Between:

(1) EMERSON ELECTRIC CO., a Missouri corporation (the "**Issuer**");

(2) U.S. BANK EUROPE DAC, UK BRANCH, a Designated Activity Company registered in Ireland with the Companies Registration Office, registered number 418442, with its registered office at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, Ireland D18 W2X7, acting through its UK Branch from its establishment at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (registered with the Registrar of Companies for England and Wales under Registration No. BR020005) under the trade name U.S. Bank Global Corporate Trust, as Paying Agent (the "**Paying Agent**" which expression shall include any successor paying agent appointed in accordance with this Agreement);

(3) U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association chartered under the federal laws of the United States of America with an office at 100 Wall Street, New York, New York 10005, as Transfer Agent (the "**Transfer Agent**" which expression shall include any successor transfer agent appointed in accordance with this Agreement);

(4) U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association chartered under the federal laws of the United States of America with an office at 100 Wall Street, Suite 600, New York, New York 10005, as Registrar (the "**Registrar**" which expression shall include any successor registrar appointed in accordance with this Agreement); and

(5) COMPUTERSHARE TRUST COMPANY, N.A., a national banking association chartered under the federal laws of the United States of America with its corporate trust office for purposes of the Indenture at 1505 Energy Park Drive, St. Paul, Minnesota 55108, Attention Emerson Electric Co. Administrator, as Trustee (the "**Trustee**").

Whereas:

(A) The Issuer has agreed to issue €500,000,000 aggregate principal amount of its notes due 2031 and €500,000,000 aggregate principal amount of its notes due 2037 (together, the "**Notes**").

(B) The Notes are to be constituted by an Indenture, dated as of December 10, 1998, by and among the Issuer, as issuer, and the Trustee, as successor to Wells Fargo Bank, National Association, as successor to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as the Bank of New York)), as the trustee (the "**Original Indenture**"), as supplemented by the Third Supplemental Indenture, dated as of March 4, 2025, by and among the Issuer and the Trustee (the "**Supplemental Indenture**" and, together with the Original Indenture, the "**Indenture**"), as set out in Appendix 1.

(C) The Issuer hereby appoints the Paying Agent, the Transfer Agent and the Registrar in accordance with the terms of this Agreement and the Indenture, it being understood that the Paying Agent shall act as the "Paying Agent" under the Indenture and the Transfer Agent and Registrar shall act as the "Security Registrar" under the Indenture.

It is agreed:

1. **Interpretation**

1.1 Unless the context otherwise requires:

1.2 References in this Agreement to the payment of principal or interest in respect of any Note shall be deemed to include any additional amounts which may become payable in respect thereof pursuant to the Notes and the Indenture.

1.3 All references in this Agreement to an agreement, instrument or other document (including this Agreement, the Indenture and the Notes) shall be construed as a reference to that agreement, instrument or document as the same may be amended, modified, varied, supplemented or novated from time to time. This Agreement shall be read together with, and interpreted in light of the provisions of, the Indenture. In the event of any conflict or inconsistency between the Indenture and this Agreement, the Indenture shall prevail.

1.4 Except as specifically set forth in this Agreement, this Agreement is for the exclusive benefit of the parties to this Agreement and their respective permitted successors, and shall not be deemed to give, either expressly or implicitly, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.

2. Appointment of the Registrar

2.1 The Issuer hereby appoints the Registrar, and the Registrar hereby agrees to act at its specified office as registrar in relation to the Notes in accordance with the provisions of this Agreement and the Indenture and upon the terms and subject to the conditions contained in this Agreement and the Indenture.

2.2 On the date of this Agreement, the Registrar shall provide to the Paying Agent a complete and correct copy of the register maintained by the Registrar in respect of the holders of Notes and the outstanding principal amount of Notes held by each holder of Notes.

2.3 The Registrar shall from time to time provide to the Paying Agent a complete and correct copy of the register of Notes maintained by it as soon as reasonably practicable following any transfer or exchange of any Notes, and promptly on request therefor by the Paying Agent.

2.4 The Paying Agent shall be entitled to treat as conclusive the most recent copy of the register provided to it by the Registrar in accordance with this Agreement.

3. appointment of the transfer agent

3.1 The Transfer Agent is hereby appointed as the agent of the Issuer, to act as Transfer Agent for the purposes specified in this Agreement, the Indenture and the Notes, including, inter alia, completing, authenticating, holding and delivering Notes, upon the terms and subject to the conditions specified herein, in the Indenture and in the Notes, and the Transfer Agent hereby accepts such appointment. In such capacity, the Trustee has appointed pursuant to the Supplemental Indenture and authorized the Paying Agent, and the Paying Agent hereby accepts such appointment, to serve as the Authenticating Agent (as defined in the Indenture) for the Notes.

4. Appointment of Paying Agent

4.1 The Issuer hereby appoints the Paying Agent, and the Paying Agent hereby agrees, to act at its specified office as paying agent in relation to the Notes in accordance with the provisions of this Agreement and the Indenture and upon the terms and subject to the conditions contained in this Agreement and the Indenture.

4.2 The Paying Agent is appointed hereunder for the purposes of:

(a) paying sums due on the Notes referred to in Section 2.08 of the Supplemental Indenture; and

(b) otherwise fulfilling its duties and obligations as set out in this Agreement and the Indenture.

5. **PAYMENT**

Subject always to the Indenture and, in particular, any restrictions on the Issuer following delivery of a notice of an Event of Default (as defined in the Original Indenture) of the Issuer:

(a) The Issuer shall, not later than 10.00 am (London time) one Business Day prior to each due date for the payment of principal and/or interest and/or other amounts referred to in Section 2.08 of the Supplemental Indenture in respect of the Notes, pay to an account specified by the Paying Agent such amount of Euros sufficient (together with any funds then held by the Paying Agent and available for the purpose) to pay all principal and interest and/or other amounts referred to in Section 2.08 of the Supplemental Indenture due in respect of the Notes on such date in immediately available funds; provided that if any such date is not a Business Day such payment shall be made on the next succeeding date which is a Business Day. As used in this Agreement, "Business Day" shall have the meaning as set forth in the Supplemental Indenture.

(b) The Issuer hereby authorises and directs the Paying Agent to make from funds so paid to the Paying Agent payment of all amounts due on the Notes in accordance with the terms of the Notes, the Indenture and the provisions of this Agreement. If any payment provided for in clause 5(a) of this Agreement is made late but otherwise in accordance with the provisions of this Agreement, the Paying Agent shall nevertheless make payments in respect of the Notes as aforesaid following receipt by the Paying Agent of such payment.

(c) The Paying Agent shall forthwith notify the Issuer and the Trustee if: (i) it has not, on the date on which any payment is due to be made to the Paying Agent pursuant to clause 5(a) of this Agreement, received the full amount payable in respect thereof on such date and (ii) it receives unconditionally such full amount, together with accrued interest (if any), after that date. Unless and until the full amount of any such principal or interest payment due to be made to the Paying Agent pursuant to clause 5(a) has been received by it, the Paying Agent will not be bound to make any payments in accordance with clause 5(b).

(d) Without prejudice to clause 5(c) of this Agreement, if the Paying Agent pays out on or after the due date therefor (other than as a result of its own negligence or wilful misconduct or that of its directors, officers, employees or agents) to persons entitled thereto, any amounts in accordance with clause 5(b) of this Agreement on the belief (which is not negated by reasonable evidence to the contrary) that the corresponding payment due from the Issuer in accordance with clause 5(a) of this Agreement has been or will be made, the Issuer shall on demand reimburse the Paying Agent for the relevant amount, and pay interest to the Paying Agent on such amount from (and including) the date on which it is paid out to (but excluding) the date of reimbursement at the rate per annum equal to the cost to the Paying Agent of funding the amount paid out, as certified by the Paying Agent and expressed as a rate per annum.

(e) Payment of only part of the amount payable in respect of a Note may only be made at the discretion of the relevant Noteholder(s) (except as the result of a withholding or deduction for or on account of any taxes permitted by the Indenture). If at any time the Paying Agent makes a partial payment in respect of any Note presented to it, it shall inform the Registrar of the same such that the Registrar may record the same on the register of Notes.

6. **Repayment**

Any sums paid by, or by arrangement with the Issuer to the Paying Agent pursuant to the terms of this Agreement shall not be required to be repaid to the Issuer unless and until the Notes in respect of which such sums were paid shall have been purchased or redeemed by the Issuer or any other subsidiary of the Issuer and cancelled, but in any of these events the Paying Agent shall (provided that all other amounts due under this Agreement shall have been duly paid) upon written request by the Issuer forthwith repay to the Issuer sums equivalent to the amounts which would otherwise have been payable on the relevant Notes together with any fees previously paid to the Paying Agent in respect of such Notes. Notwithstanding the foregoing, the Paying Agent shall not be obliged to make any repayment to the Issuer so long as any amounts which under this Agreement should have been paid to or to the order of the Paying Agent by the Issuer shall remain unpaid. The Paying Agent shall not, however, be otherwise required or entitled to repay any sums properly received by it under this Agreement.

7. **Redemption; Notice of withholding or deduction**

7.1 The Issuer shall provide to the Paying Agent and the Trustee a copy of all notices of redemption delivered under the Indenture in respect of the Notes that it serves on the holders of the Notes including, without limitation, details of the date(s) on which such redemptions in respect of the Notes are to be made, all amounts required to be paid by the Issuer in respect thereof in accordance with the Indenture and the manner in which such redemption will be effected.

7.2 If (i) the Issuer, in respect of any payment; or (ii) the Paying Agent, in respect of any payment of principal of or any premium or interest on the Notes, is required to withhold or deduct any amount for or on account of Tax,

(a) the Issuer shall give notice thereof to the Paying Agent and the Trustee as soon as it becomes aware of such requirement and shall give to the Paying Agent such information as the Paying Agent requires to enable it to make such deduction or withholding; and

(b) except where such requirement arises as a result of redemption of the Notes in accordance with the Indenture or by virtue of the relevant holder failing to satisfy any certification or other requirement in respect of its Notes, the Paying Agent shall give notice thereof to the Issuer and the Trustee as soon as it becomes aware of the requirement to withhold or deduct.

8. **Records**

The Paying Agent shall:

(a) keep a full and complete record of all payments made by it in respect of the Notes; and

(b) make such records available at all reasonable times to the Issuer and any persons authorised by it, and the Trustee for inspection and for the taking of copies thereof.

9. **Fees and expenses**

9.1 The Issuer will pay to the Paying Agent, Transfer Agent and Registrar such fees and expenses in respect of the Paying Agent, Transfer Agent and Registrar's services under this Agreement as agreed to in the fee letter dated January 24, 2025 from the Paying Agent, Transfer Agent and Registrar to, and countersigned by, the Issuer.

9.2 The Issuer will also pay on demand, against presentation of such invoices and receipts as it may reasonably require, all documented out-of-pocket expenses (including necessary advertising, facsimile and telex transmission, postage and insurance expenses and, subject to prior approval by the Issuer as set forth below, the fees and expenses of legal advisers) properly incurred by the Paying Agent, Transfer Agent and Registrar in connection with the services under this Agreement, together with any applicable value added tax or similar tax properly chargeable thereon. Payment by the Issuer to the Paying Agent, Transfer Agent and Registrar of such documented out-of-pocket expenses shall be a good discharge of the obligations of the Issuer in respect thereof. Where the advice of legal counsel is sought by the Paying Agent, Transfer Agent or Registrar, the fees of any such counsel shall be agreed to by the Issuer (acting reasonably) in advance.

10. INDEMNITY

10.1 The Issuer undertakes to indemnify and hold harmless, the Paying Agent, Transfer Agent, Registrar and each of its respective directors, officers, employees or agents (each an "**Indemnified Party**") on demand by such Indemnified Party against any losses, liabilities, costs, fees, expenses, claims, actions, damages or demands (including, but not limited to, all reasonable costs, charges and expenses paid or incurred in disputing or defending the foregoing and the properly incurred fees and expenses of legal advisers) which such Indemnified Party may incur or which may be made against it, as a result of or in connection with the appointment or the exercise of or performance of its powers and duties under this Agreement, except such as may result from its own gross negligence, wilful misconduct or fraud or that of its directors, officers, employees or agents.

10.2 The indemnity contained in clause 10.1 above shall survive the termination and expiry of this Agreement.

11. CONDITIONS OF APPOINTMENT

11.1 The Paying Agent shall (a) hold all sums received by it in accordance with this Agreement and the Indenture for the payment of principal of or any premium or interest on the Notes (whether such sums have been paid to it by the Issuer or by any other obligor on the Notes) in trust for the benefit of the holders of the Notes or of the Trustee until such sums shall be paid to such persons or otherwise disposed of as provided in this Agreement and the Indenture; provided that the Paying Agent may use such money as a banker in the ordinary course of business and without accounting for profits; (b) give the Trustee notice of any default by the Issuer (or any other obligor upon the Notes) in the making of any payment of principal of or premium or interest on the Notes when the same shall be due and payable; and (c) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums held by the Paying Agent in trust for payment in respect of the Notes.

11.2 No monies held by the Paying Agent need be segregated except as required by law.

11.3 In acting under this Agreement and in connection with the Notes, the Paying Agent, Transfer Agent and Registrar shall act solely as agent of the Issuer and, save solely in respect of its obligations under clause 11.1 hereof, shall not have any obligations towards or relationship of agency or trust with any of the holders of the Notes or the Trustee.

11.4 The Paying Agent, Transfer Agent and Registrar shall be obliged to perform such duties and only such duties as are specifically set out in this Agreement. No implied duties or obligations shall be read into such document. The Paying Agent, Transfer Agent and Registrar shall not be obliged to perform any duties additional to or different from such duties resulting from any modification or supplement after the date hereof to any relevant documents (including, without limitation, the Indenture), unless it shall have previously agreed to perform such duties. The Paying Agent, Transfer Agent and Registrar shall not be under any obligation to take any action hereunder which any party expects, and has thus notified the Issuer in writing, will result in any expense or liability of such Paying Agent, Transfer Agent or Registrar, the payment of which within a reasonable time is not, in its opinion, assured to it.

11.5 Except as ordered by a court of competent jurisdiction or as required by law, the Paying Agent shall be entitled to treat the holder of any Note (as evidenced by the register of Notes maintained by the Registrar) as the absolute owner thereof for all purposes (whether or not it is overdue and notwithstanding any notice to the contrary or any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and shall not be required to obtain any proof thereof or as to the identity of the bearer or holder.

11.6 The Paying Agent, Transfer Agent and Registrar may consult with any legal or other professional advisers (who may be an employee of or legal adviser to the Issuer) selected by it, at the cost of the Issuer, provided that the fees of any such counsel shall be agreed to by the Issuer (acting reasonably) in advance and the opinion of such advisers shall be full and complete protection in respect of any action taken, omitted or suffered hereunder in accordance with the written opinion of such advisers.

11.7 The Paying Agent, Transfer Agent and Registrar shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in reliance upon any instruction, request or order from the Issuer or upon any Note, notice, resolution, direction, consent, certificate, affidavit, statement, telex, facsimile transmission or other document or information from any electronic or other source reasonably believed by it to be genuine and to have been signed or otherwise given or disseminated by the proper party or parties, even if it is subsequently found not to be genuine or to be incorrect.

11.8 The Paying Agent, Transfer Agent and Registrar, whether acting for itself or in any other capacity, will not be precluded from becoming the owner of, or acquiring any interest in, holding or disposing of any Note or any shares or other securities of the Issuer or any of its subsidiaries, holding or associated companies (each a "**Connected Company**"), with the same rights as it would have had if it were not acting as Paying Agent or from entering into or being interested in any contracts or transactions with any Connected Company or from acting on, or as depositary, trustee or agent for, any committee or body of holders of any securities of any Connected Company and will not be liable to account for any profit.

11.9 The Paying Agent shall not be required to make any payments to any holder of a Note if under any laws or regulations affecting the Paying Agent, such payment is not permitted. In the event of any such laws or regulations affecting the Paying Agent coming to the attention of the Paying Agent it shall forthwith notify the Issuer and the Trustee.

11.10 The Issuer shall use reasonable best efforts to do or cause to be done all such acts, matters and things and shall make available all such documents as shall be necessary or desirable to enable the Paying Agent, Transfer Agent and Registrar to fully comply with and carry out its respective duties and obligations hereunder.

11.11 In no event shall the Paying Agent, Transfer Agent or Registrar or any of its affiliates or any of their respective officers, directors, employees, agents, advisors or representatives (collectively, "**Agent Parties**") have any liability for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise), except to the extent the liability of the Paying Agent, Transfer Agent or Registrar is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from the gross negligence, wilful misconduct or fraud of the Paying Agent, Transfer Agent or Registrar or their Agent Parties.

11.12 Notwithstanding anything contained in this Agreement to the contrary, the Paying Agent, Transfer Agent and the Registrar shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control including, without limitation, (i) any governmental activity (whether de jure or de facto), act of authority (whether lawful or unlawful), compliance with any governmental or regulatory order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure, requisition, nationalisation or the imposition of currency or currency control restrictions; (ii) any failure of or the effect of rules or operations of any funds transfer, settlement or clearing system, interruption, loss or malfunction of utilities, communications or computer services or the payment or repayment of any cash or sums arising from the application of any law or regulation in effect now or in the future, or from the occurrence of any event in the country in which such cash is held which may affect, limit, prohibit or prevent the transferability, convertibility, availability, payment or repayment of any cash or sums until such time as such law, regulation or event shall no longer affect, limit, prohibit or prevent such transferability, convertibility, availability, payment or repayment (and in no event, other than as provided in the Notes, shall the Paying Agent be obliged to substitute another currency for a currency whose transferability, convertibility or availability has been affected, limited, prohibited or prevented by such law, regulation or event or be obliged to pay any penalty interest); (iii) any strike or work stoppage, go slow, occupation of premises, other industrial action or dispute or any breach of contract by any essential personnel; (iv) any equipment or transmission failure or failure of applicable banking or financial systems; (v) any war, armed conflict including but not limited to hostile attack, hostilities, or acts of a foreign enemy; (vi) any riot, insurrection, civil commotion or disorder, mob violence or act of civil disobedience; (vii) any act of terrorism or sabotage; (viii) any explosion, fire, destruction of machines, equipment or any kind of installation, prolonged breakdown of transport, radioactive contamination, nuclear fusion or fission or electric current; (ix) any epidemic, natural disaster (such as but not limited to violent storm, hurricane, blizzard, earthquake, landslide, tidal wave, flood, damage or destruction by lightning, or drought); or (x) any other act of God; it being understood that the Paying Agent, Transfer Agent and the Registrar shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

11.13 Pursuant to and in accordance with the procedures set forth in Sections 10.3 and 10.4 of the Original Indenture either (i) the Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of the Indenture with respect to any series of the Notes or for any other purpose, direct the Paying Agent to pay to the Trustee all sums held in trust by the Paying Agent with respect to such series of the Notes; and, upon such payment by the Paying Agent to the Trustee, the Paying Agent shall be released from all further liability with respect to such money or (ii) any money deposited with the Paying Agent in trust for the payment of the principal of or any premium or interest on any series of the Notes remaining unclaimed for three years after such principal, premium or interest has become due and payable shall be paid to the Issuer on the Issuer's request and all liability of the Paying Agent with respect to such trust money shall thereupon cease.

12. Changes in Paying Agent or Registrar and specified offices

12.1 The Issuer may at any time terminate the appointment of the Paying Agent, Transfer Agent or the Registrar and appoint additional or other paying agents, transfer agents or registrars.

Any termination shall be made by giving to the Paying Agent, Transfer Agent or Registrar and (if different) to the paying agent, transfer agent or registrar whose appointment is to be terminated not less than 60 days' written notice to that effect, which notice shall expire not less than 30 days before or after any due date for any payment in respect of Notes.

12.2 Subject to clauses 12.1 and 12.3 of this Agreement, the Paying Agent, Transfer Agent or Registrar may resign its appointment hereunder at any time by giving to the Issuer not less than 60 days' written notice to that effect, which notice shall expire not less than 30 days before or after any due date for any payments in respect of any Notes.

12.3 Notwithstanding clauses 12.1 and 12.2 no such termination of the appointment of, or resignation by, the Paying Agent, Transfer Agent or Registrar shall take effect until a successor has been appointed on terms approved by the Issuer or the Issuer has otherwise approved such resignation without a successor being appointed.

12.4 Notwithstanding any other provisions of clause 12.1, the appointment of the Paying Agent, Transfer Agent or Registrar shall forthwith terminate if at any time such Paying Agent, Transfer Agent or Registrar becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver, administrator or other similar official of it or of all or any substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for its winding up or dissolution, or if a receiver, administrator or other similar official of it or of all or any substantial part of its property is appointed, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law, or if any public officer takes charge or control of such Paying Agent, Transfer Agent or Registrar or its property or affairs for the purpose of rehabilitation, conservation, administration or liquidation or there occurs any analogous event under any applicable law.

12.5 On the date on which any such termination or resignation takes effect, the Paying Agent, Transfer Agent or Registrar shall (i) pay to or to the order of its successor (or, if none, the Issuer) any amounts held by it in respect of the Notes which have become due and payable but which have not been presented for payment; and (ii) deliver to its successor (or, if none, the Issuer or as the Issuer may direct) all records maintained by it, pursuant hereto. Following such termination or resignation and pending such payment and delivery, the Paying Agent, Transfer Agent or Registrar shall hold such amounts, records and documents in trust for and subject to the order of its successor or, as the case may be, the Issuer.

12.6 Any corporation into which any Paying Agent, Transfer Agent or Registrar may be merged or converted or any corporation with which such Paying Agent, Transfer Agent or Registrar may be consolidated or any corporation resulting from any merger, conversion or consolidation to which such Paying Agent, Transfer Agent or Registrar shall be a party, or any corporation, including affiliated corporations, to which the Paying Agent, Transfer Agent or Registrar shall sell or otherwise transfer: (a) all or substantially all of its assets or (b) all or substantially all of its corporate trust business shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, be the successor Paying Agent, Transfer Agent or Registrar under this Agreement without any further formality, and after such effective date all references in this Agreement to such Paying Agent, Transfer Agent or Registrar shall be deemed to be references to such corporation. Prior notice of any such merger, conversion, consolidation or transfer shall forthwith be given by the Paying Agent, Transfer Agent or Registrar to the Issuer and the Trustee.

12.7 The Paying Agent, Transfer Agent or Registrar may change its specified office to another office in London at any time by giving to the Issuer and the Trustee not less than 60 days' prior written notice to that effect, which notice shall expire not less than 30 days before or after any due date for any payments in respect of any Notes, and which notice shall specify the address of the new specified office and the date upon which such change is to take effect.

13. **Notices**

13.1 If the Issuer arranges publication of any notice to the holders of the Notes, it shall at or before the time of such publication, send copies of each notice so published to the Paying Agent (with a copy to the Trustee). The Paying Agent shall promptly forward any notices that it receives at the request of the Issuer to Euroclear and Clearstream.

13.2 The Paying Agent, Transfer Agent and Registrar shall promptly forward any written notice received by it from any holders of the Notes to the Issuer and the Trustee.

13.3 On behalf of, and at the request and expense of the Issuer, the Paying Agent shall cause to be published all notices required to be given by the Issuer under the Indenture (with a copy to the Trustee).

14. **Communications**

14.1 For the purposes of this clause, the address of each party at the date of this Agreement shall be the address set out below (including, where applicable, the details of the facsimile number, the person for whose attention the notice or communication is to be addressed and the email address):

the Issuer:

EMERSON ELECTRIC CO.	
Attn: Treasurer 8027 Forsyth Blvd. St. Louis, Missouri 63105 As may be amended from time to time in accordance with this Agreement.	Fax: 314-553-2463 Attention: Treasurer Email: treasuryoperations@emerson.com

the Paying Agent:

U.S. BANK EUROPE DAC, UK BRANCH	
125 Old Broad Street, Fifth Floor London EC2N 1AR United Kingdom as may be amended from time to time in accordance with this Agreement.	Fax: +44 (0)207 365 2577 Attention: Relationship Management Email: CDRM@usbank.com

the Transfer Agent:

U.S. Bank Trust Company, National Association	
Attention : Michelle Lee 100 Wall Street, Suite 600 New York, New York 10005 as may be amended from time to time in accordance with this Agreement.	Attention: Michelle Lee Email: Michelle.lee2@usbank.com

the Registrar:

U.S. Bank Trust Company, National Association	
Attention: Michelle Lee 100 Wall Street, Suite 600 New York, New York 10005 as may be amended from time to time in accordance with this Agreement.	Attention: Michelle Lee Email: Michelle.lee2@usbank.com

the Trustee:

Computershare Trust Company, N.A.	
Attn: Emerson Electric Co. Administrator 1505 Energy Park Drive St. Paul, MN 55108 as may be amended from time to time in accordance with the Indenture and notified by the Issuer to the Paying Agent.	Attention: Lindsey Widdis Email: Lindsey.Widdis@computershare.com

15. **AMENDMENTS**

15.1 For the avoidance of doubt, this Agreement may be amended in writing by the parties hereto.

15.2 The Issuer shall provide to the Paying Agent a copy of any amendment to the Indenture applicable to the Notes as soon as reasonably practicable following such amendment taking effect. Where reference is made in this Agreement to the Indenture, such reference shall, for the purposes of the Paying Agent's rights and obligations under this Agreement only, be deemed to refer to the most recent version of such document provided to the Paying Agent by the Issuer.

16. **Taxes**

The Issuer agrees to pay any and all stamp and other documentary taxes or duties which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement.

17. **Regulatory Matters**

17.1 The Paying Agent is authorised by the Central Bank of Ireland ("**CBOI**") and the Prudential Regulation Authority ("**PRA**") and subject to regulation by the Financial Conduct Authority ("**FCA**") and limited regulation by the PRA. Details about the extent of the Account Bank's authorisation and regulation by the PRA, and regulation by the FCA are available on request..

17.2 In connection with the worldwide effort against the funding of terrorism and money laundering activities, the Paying Agent, Transfer Agent and Registrar may be required under various national laws and regulations to which they are subject to obtain, verify and record information that identifies each person who opens an account with it. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Paying Agent, Transfer Agent and Registrar shall be entitled to ask for documentation to verify such entity's formation and legal existence as well as financial statements, licenses, identification and authorisation documents from individuals claiming authority to represent the entity or other relevant documentation.

17.3 The parties to this Agreement acknowledge and agree that the obligations of the Paying Agent, Transfer Agent and Registrar under this Agreement are limited by and subject to compliance by them with EU and US Federal anti-money laundering statutes and regulations. If the Paying Agent, Transfer Agent and Registrar or any of their directors know or suspect that a payment is the proceeds of criminal conduct, such person is required to report such information pursuant to the applicable authorities and such report shall not be treated as a breach by such person of any confidentiality covenant or other restriction imposed on such person under this Agreement, by law or otherwise on the disclosure of information. The Paying Agent, Transfer Agent and Registrar shall be indemnified and held harmless by the Issuer from and against all losses suffered by them that may arise as a result of the agents being prevented from fulfilling their obligations hereunder due to the extent doing so would not be consistent with applicable statutory anti-money laundering requirements.

17.4 Notwithstanding anything to the contrary in this Agreement or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any party arising under this Agreement or any such other document to which this Agreement relates, to the extent such liability is unsecured or not otherwise exempted, may be subject to the write-down and conversion powers of a Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by a Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

1. a reduction in full or in part or cancellation of any such liability;

2. a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such party, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other agreement; or

3. the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any Resolution Authority.

For the purpose of this sub-clause 17.4 the following terms shall have the following meanings:

"**Bail-In Action**" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority.

"**Bail-In Legislation**" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EU Bail-In Legislation Schedule**" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"**Resolution Authority**" means any public administrative authority or any person entrusted with public administrative authority to exercise any Write-down and Conversion Powers.

"**Write-Down and Conversion Powers**" means,

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) any powers under the Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and any similar or analogous powers under that Bail-In Legislation.

18. **Governing law and jurisdiction**

18.1 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York.

18.2 Each of the Paying Agent, the Transfer Agent, the Registrar and the Issuer irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Agreement. To the fullest extent permitted by applicable law, each of the Paying Agent, the Transfer Agent, the Registrar and the Issuer irrevocably waives and agrees not to assert, by way of motion, as a defence or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

18.3 Each of the Paying Agent, the Transfer Agent, the Registrar and the Issuer agrees, to the fullest extent permitted by applicable law, that a final judgment in any suit, action or proceeding of the nature referred to in clause 18.2 brought in any such court shall be conclusive and binding upon it subject to rights of appeal, as the case may be, and may be enforced in the courts of the United States of America or the State of New York (or any other courts to the jurisdiction of which it or any of its assets is or may be subject) by a suit upon such judgment.

18.4 THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT.

19. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single instrument. Signatures of the parties hereto transmitted by facsimile or PDF may be used in lieu of the originals and shall be deemed to be their original signatures for all purposes.

As witness the hands of the parties or their duly authorised agents the day and year first above written.

ISSUER

EMERSON ELECTRIC CO.

By: /s/ Michael J. Baughman

Name: Michael J. Baughman
Title: Executive Vice President and Chief Financial Officer

By: /s/ J. H. Thomasson

Name: J. H. Thomasson
Title: Vice President and Treasurer

PAYING AGENT

U.S. BANK EUROPE DAC, UK BRANCH

By: /s/ Shobita Choudhury

Name: Shobita Choudhury
Title: Authorised Signatory

TRANSFER AGENT

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: /s/ Michelle Lee

Name: Michelle Lee
Title: Vice President

REGISTRAR

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: /s/ Michelle Lee

Name: Michelle Lee
Title: Vice President

TRUSTEE

COMPUTERSHARE TRUST COMPANY, N.A.

By: /s/ Xis Toni Vwj

Name: Xis Toni Vwj
Title: Assistant Vice President

APPENDIX 1

Indenture

[The Base Indenture and the Supplemental Indenture are included as Exhibits 4.1 and 4.2, respectively, to the Current Report on Form 8-K filed on March 4, 2025, to which this Exhibit 4.3 forms a part.]

Exhibit 4.4

GLOBAL NOTE

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY) MAY BE REGISTERED EXCEPT IN SUCH LIMITED CIRCUMSTANCES.

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK SA/NV, AS OPERATOR OF THE EUROCLEAR SYSTEM ("EUROCLEAR"), AND CLEARSTREAM BANKING, S.A. ("CLEARSTREAM" AND, TOGETHER WITH EUROCLEAR, "EUROCLEAR/CLEARSTREAM") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED AS NOMINEE OF U.S. BANK EUROPE DAC AS COMMON DEPOSITARY (THE "DEPOSITARY") OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

EMERSON ELECTRIC CO.

3.000% Note due 2031

€500,000,000 **No.: A-1**

CUSIP: 291011 BU7

Issue Date: March 4, 2025 **ISIN: XS3007570222**

Common Code: 300757022

Emerson Electric Co., a Missouri corporation (the "Issuer"), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee of the common depositary for Euroclear and Clearstream, or registered assigns, the principal sum of FIVE HUNDRED MILLION EUROS (€500,000,000), or such other principal sum as shall be set forth in the Schedule of Exchanges of Interests attached hereto, on March 15, 2031 (the "Maturity Date"), and to pay interest at 3.000% per annum annually in arrears on each March 15, commencing March 15, 2025 (each, an "Interest Payment Date"), with the interest computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on this Note (or March 4, 2025, if no interest has been paid on this Note), to, but excluding, the next scheduled Interest Payment Date, which payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

If an Interest Payment Date or the Maturity Date falls on a day that is not a Business Day, the related payment of interest or principal, as applicable, will be made on the next Business Day with the same force and effect as if it were made on the date the payment was due, and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date or the Maturity Date, as the case may be, to the date the payment is made. Interest payments will include accrued interest from and including the date of issue or from and including the last date in respect to which interest has been paid, as the case may be, to, but excluding, the Interest Payment Date or the Maturity Date, as the case may be.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof. Such further 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 the Trustee under the Indenture referred to on the reverse hereof or the Authenticating Agent referred to herein.

IN WITNESS WHEREOF, Emerson Electric Co. has caused this instrument to be signed by facsimile by its duly authorized officers and has caused a facsimile of its corporate seal to be affixed hereunto or imprinted hereon.

EMERSON ELECTRIC CO.

By: /s/ Michael J. Baughman
Title: Executive Vice President and Chief Financial Officer

By: /s/ J. H. Thomasson
Title: Vice President and Treasurer

[SEAL]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities described in the within-mentioned Indenture.

Dated: March 4, 2025

COMPUTERSHARE TRUST COMPANY, N.A.,
as Trustee
By U.S. BANK EUROPE DAC, UK BRANCH, as Authenticating Agent appointed by the Trustee

By: /s/ Shobita Choudhury
Authorized Signatory

EMERSON ELECTRIC CO.

3.000% Notes due 2031

This Note is one of a duly authorized issue of unsecured debentures, notes or other evidence of indebtedness of the Issuer (hereinafter called the "Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to an indenture dated as of December 10, 1998 (herein called the "Original Indenture"), duly executed and delivered by the Issuer to Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association (successor to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as The Bank of New York))), as trustee (herein called the "Trustee"), as supplemented by a Third Supplemental Indenture dated as of March 4, 2025 (the "Third Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), between the Issuer and the Trustee, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Issuer and the holders of the Securities. The Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as in the Indenture provided. This Note is one of a series designated as the 3.000% Notes due 2031 of the Issuer, limited in aggregate principal amount to €500,000,000 (herein called the "Notes").

The Notes of this series are redeemable, in whole or from time to time in part, at the Issuer's option, prior to the Par Call Date (as defined below), at a redemption price equal to the greater of (i) 100 percent of the principal amount of the Notes being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to that Redemption Date) discounted to that Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate (as defined below) plus 15 basis points, plus, in either case, accrued and unpaid interest on the principal amount being redeemed to that Redemption Date.

The Notes of this series are redeemable, in whole or from time to time in part, at the Issuer's option, on or after the Par Call Date, at a redemption price equal to 100 percent of the principal amount of the Notes being redeemed, plus accrued and unpaid interest on the principal amount being redeemed to the applicable Redemption Date.

Notwithstanding the foregoing, installments of interest on the Notes which are due and payable on an Interest Payment Date falling on or prior to the relevant Redemption Date shall be payable to the holders of those Notes, registered as such at the close of business on the relevant record date according to their terms and the provisions of the Indenture.

Notice of any redemption will be mailed or otherwise transmitted in accordance with the applicable procedures of Euroclear or Clearstream to each Holder of the Notes not less than 15 days but not more than 60 days before the Redemption Date of the Notes being redeemed.

If less than all of the Notes of this series are to be redeemed, the Notes of this series to be redeemed shall be selected by the Paying Agent by a method the Paying Agent deems to be fair and appropriate or, in the event that the Notes are represented by one or more Global Notes, beneficial interests therein shall be selected for redemption by Clearstream and Euroclear in accordance with their respective applicable procedures therefor. If the Notes are listed on any national securities exchange, Euroclear or Clearstream will select Notes in compliance with the requirements of the principal national securities exchange on which the Notes are listed. Notwithstanding the foregoing, if less than all of the Notes are to be redeemed, no Notes of a principal amount of €100,000 or less shall be redeemed in part.

"*Comparable Government Bond Rate*" means, with respect to any redemption date, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes to be redeemed, if they were to be purchased at such price on the third Business Day prior to the redemption date, would be equal to the gross redemption yield on such Business Bay of the Comparable Government Bond (as defined below) on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Issuer.

"*Comparable Government Bond*" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Issuer, a German federal government bond whose maturity is closest to the maturity of the Notes to be redeemed, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German federal government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German federal government bonds selected by the Issuer, determine to be appropriate for determining the Comparable Government Bond Rate.

"*Par Call Date*" means January 15, 2031.

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) or treaties of the United States (or any taxing authority in the United States), or any change in, or amendments to, an official position regarding the application or interpretation of such laws, regulations, rulings or treaties, which change or amendment is announced or becomes effective on or after the date of issuance of the Notes, the Issuer becomes or will become obligated to pay additional amounts as described under Section 2.07 of the Third Supplemental Indenture with respect to the Notes, then the Issuer may at any time at its option redeem, in whole, but not in part, the outstanding Notes on not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100 percent of their principal amount, together with accrued and unpaid interest on those Notes to, but not including, the date fixed for redemption; provided such obligation cannot be avoided by its taking reasonable measures available to it, not including substitution of the obligor under the Notes.

Pursuant to Section 2.07 of the Third Supplemental Indenture, the Issuer will, subject to the exceptions and limitations set forth in Section 2.07 of the Third Supplemental Indenture, pay such additional amounts ("Additional Amounts") as will result in the receipt by each beneficial owner of a Note that is not a United States person (as defined below) of such amounts, after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States (including any withholding or deduction with respect to the payment of such Additional Amounts) as would have been received had no such withholding or deduction been required.

As used herein, the term "United States" means the United States of America (including the states of the United States and the District of Columbia and any political subdivision thereof) and the term "United States person" means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia (other than a partnership that is not treated as a United States person under any applicable Treasury regulations), or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

Whenever in the Indenture (including in this Note) there is referenced, in any context, the payment of amounts based on the payment of principal of, or premium, if any, or interest on, the Notes of this series, or any other amount payable thereunder or with respect thereto, such reference will be deemed to include the payment of Additional Amounts as described hereunder to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Indenture contains provisions for defeasance at any time of the entire Indebtedness of this Note or certain restrictive covenants and Events of Default with respect to this Note, in each case upon compliance with certain conditions set forth in the Indenture.

In case an Event of Default with respect to the Notes shall have occurred and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Issuer and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding (as defined in the Indenture) of all series to be affected (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series; *provided, however*, that no such supplemental indenture shall (i) extend the final maturity of any Security, or reduce the principal amount thereof or any premium thereon, or reduce the rate or extend the time of payment of any interest thereon, or reduce any amount payable on redemption thereof or reduce the amount of the principal of an Original Issue Discount Security (as defined in the Indenture) payable upon acceleration thereof or the amount thereof provable in bankruptcy, or impair or affect the rights of any Holder to institute suit for the payment thereof, or, if the Securities provide therefor, any right of repayment at the option of the Holder, without the consent of the Holder of each Security so affected, or (ii) reduce the aforesaid percentage of Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holder of each Security affected. It is also provided in the Indenture that, with respect to certain defaults or Events of Default regarding the Securities of any series, prior to any declaration accelerating the maturity of such Securities, the Holders of a majority in aggregate principal amount Outstanding of the Securities of such series (or, in the case of certain defaults or Events of Default, all or certain series of the Securities) may on behalf of the Holders of all the Securities of such series (or all or certain series of the Securities, as the case may be) waive any such past default or Event of Default and its consequences. The preceding sentence shall not, however, apply to a default in the payment of the principal of or premium, if any, or interest on any of the Securities. Any such consent or waiver by the Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

No Global Note may be transferred except as a whole by the Depositary to a nominee of the Depositary. Subject to certain conditions, the Notes represented by the Global Note are exchangeable for certificated notes in definitive form of like tenor in minimum denominations of €100,000 principal amount and integral multiples of €1,000 in excess thereof if: (1) the Depositary provides notification that it is unwilling, unable or no longer qualified to continue as depositary for the Global Note and a successor is not appointed by the Issuer within 90 days; (2) the Issuer has been notified that both Clearstream and Euroclear have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available, (3) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Global Note in definitive form, or (4) an event of default entitling the Holders of the Notes to accelerate the maturity thereof has occurred and is continuing. Upon the occurrence of any of the preceding events, the Issuer will notify the Trustee in writing that, upon surrender by the participants of their interest in such Global Note, Securities in definitive form will be issued to each Person that such participants and the Depositary identify as being the beneficial owner of the related Securities. Beneficial interests in Global Notes may be exchanged for Securities in definitive form of the same series upon request but only upon at least 30 days' prior written notice given to the Trustee by or on behalf of the Depositary in accordance with customary procedures.

For purposes of the Notes, "Business Day" shall mean any day that is not a Saturday or Sunday and that is not a day on which banking institutions are authorized or obligated by law or executive order to close in the City of New York or London and on which the real time gross settlement system operated by Euroclear (the T2 system), or any successor thereto, operates.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

The acceptance of this Note shall be deemed to constitute the consent and agreement of the Holder hereof to all of the terms and provisions of the Indenture. Terms used herein which are defined in the Indenture shall have the respective meanings assigned thereto in the Indenture.

THE INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

_____

(Insert assignee's social security or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ as agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Your Signature: _____

(Sign exactly as your name appears on the other side of this Note)

Your Name: _____

Date: _____

Signature Guarantee: _____ *

*NOTICE: The Signature must be guaranteed by an Institution which is a member of one of the following recognized signature Guarantee Programs: (i) The Securities Transfer Agent Medallion Program (STAMP); (ii) The New York Stock Exchange Medallion Program (MNSP); (iii) The Stock Exchange Medallion Program (SEMP); or (iv) such other guarantee program acceptable to the Trustee.

_____

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of an interest in this Global Note for an interest in another Global Note or for a Definitive Security, or exchanges of an interest in another Global Note or a Definitive Security for an interest in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory or Trustee or Securities Custodian

Exhibit 4.5

GLOBAL NOTE

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY) MAY BE REGISTERED EXCEPT IN SUCH LIMITED CIRCUMSTANCES.

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK SA/NV, AS OPERATOR OF THE EUROCLEAR SYSTEM ("EUROCLEAR"), AND CLEARSTREAM BANKING, S.A. ("CLEARSTREAM" AND, TOGETHER WITH EUROCLEAR, "EUROCLEAR/CLEARSTREAM") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED AS NOMINEE OF U.S. BANK EUROPE DAC AS COMMON DEPOSITARY (THE "DEPOSITARY") OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

EMERSON ELECTRIC CO.

3.500% Note due 2037

€500,000,000 **No.: A-1**

CUSIP: 291011 BV5

Issue Date: March 4, 2025 **ISIN: XS3007570495**

Common Code: 300757049

Emerson Electric Co., a Missouri corporation (the "Issuer"), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee of the common depositary for Euroclear and Clearstream, or registered assigns, the principal sum of FIVE HUNDRED MILLION EUROS (€500,000,000), or such other principal sum as shall be set forth in the Schedule of Exchanges of Interests attached hereto, on March 15, 2037 (the "Maturity Date"), and to pay interest at 3.500% per annum annually in arrears on each March 15, commencing March 15, 2025 (each, an "Interest Payment Date"), with the interest computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on this Note (or March 4, 2025, if no interest has been paid on this Note), to, but excluding, the next scheduled Interest Payment Date, which payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

If an Interest Payment Date or the Maturity Date falls on a day that is not a Business Day, the related payment of interest or principal, as applicable, will be made on the next Business Day with the same force and effect as if it were made on the date the payment was due, and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date or the Maturity Date, as the case may be, to the date the payment is made. Interest payments will include accrued interest from and including the date of issue or from and including the last date in respect to which interest has been paid, as the case may be, to, but excluding, the Interest Payment Date or the Maturity Date, as the case may be.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof. Such further 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 the Trustee under the Indenture referred to on the reverse hereof or the Authenticating Agent referred to herein.

IN WITNESS WHEREOF, Emerson Electric Co. has caused this instrument to be signed by facsimile by its duly authorized officers and has caused a facsimile of its corporate seal to be affixed hereunto or imprinted hereon.

EMERSON ELECTRIC CO.

By: /s/ Michael J. Baughman
Title: Executive Vice President and Chief Financial Officer

By: /s/ J. H. Thomasson
Title: Vice President and Treasurer

[SEAL]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities described in the within-mentioned Indenture.

Dated: March 4, 2025

COMPUTERSHARE TRUST COMPANY, N.A., as Trustee
By U.S. BANK EUROPE DAC, UK BRANCH, as Authenticating Agent appointed by the Trustee

By: /s/ Shobita Choudhury
Authorized Signatory

EMERSON ELECTRIC CO.

3.500% Notes due 2037

This Note is one of a duly authorized issue of unsecured debentures, notes or other evidence of indebtedness of the Issuer (hereinafter called the "Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to an indenture dated as of December 10, 1998 (herein called the "Original Indenture"), duly executed and delivered by the Issuer to Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association (successor to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as The Bank of New York))), as trustee (herein called the "Trustee"), as supplemented by a Third Supplemental Indenture dated as of March 4, 2025 (the "Third Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), between the Issuer and the Trustee, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Issuer and the holders of the Securities. The Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as in the Indenture provided. This Note is one of a series designated as the 3.500% Notes due 2037 of the Issuer, limited in aggregate principal amount to €500,000,000 (herein called the "Notes").

The Notes of this series are redeemable, in whole or from time to time in part, at the Issuer's option, prior to the Par Call Date (as defined below), at a redemption price equal to the greater of (i) 100 percent of the principal amount of the Notes being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to that Redemption Date) discounted to that Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate (as defined below) plus 15 basis points, plus, in either case, accrued and unpaid interest on the principal amount being redeemed to that Redemption Date.

The Notes of this series are redeemable, in whole or from time to time in part, at the Issuer's option, on or after the Par Call Date, at a redemption price equal to 100 percent of the principal amount of the Notes being redeemed, plus accrued and unpaid interest on the principal amount being redeemed to the applicable Redemption Date.

Notwithstanding the foregoing, installments of interest on the Notes which are due and payable on an Interest Payment Date falling on or prior to the relevant Redemption Date shall be payable to the holders of those Notes, registered as such at the close of business on the relevant record date according to their terms and the provisions of the Indenture.

Notice of any redemption will be mailed or otherwise transmitted in accordance with the applicable procedures of Euroclear or Clearstream to each Holder of the Notes not less than 15 days but not more than 60 days before the Redemption Date of the Notes being redeemed.

If less than all of the Notes of this series are to be redeemed, the Notes of this series to be redeemed shall be selected by the Paying Agent by a method the Paying Agent deems to be fair and appropriate or, in the event that the Notes are represented by one or more Global Notes, beneficial interests therein shall be selected for redemption by Clearstream and Euroclear in accordance with their respective applicable procedures therefor. If the Notes are listed on any national securities exchange, Euroclear or Clearstream will select Notes in compliance with the requirements of the principal national securities exchange on which the Notes are listed. Notwithstanding the foregoing, if less than all of the Notes are to be redeemed, no Notes of a principal amount of €100,000 or less shall be redeemed in part.

"*Comparable Government Bond Rate*" means, with respect to any redemption date, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes to be redeemed, if they were to be purchased at such price on the third Business Day prior to the redemption date, would be equal to the gross redemption yield on such Business Bay of the Comparable Government Bond (as defined below) on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Issuer.

"*Comparable Government Bond*" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Issuer, a German federal government bond whose maturity is closest to the maturity of the Notes to be redeemed, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German federal government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German federal government bonds selected by the Issuer, determine to be appropriate for determining the Comparable Government Bond Rate.

"*Par Call Date*" means December 15, 2036.

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) or treaties of the United States (or any taxing authority in the United States), or any change in, or amendments to, an official position regarding the application or interpretation of such laws, regulations, rulings or treaties, which change or amendment is announced or becomes effective on or after the date of issuance of the Notes, the Issuer becomes or will become obligated to pay additional amounts as described under Section 2.07 of the Third Supplemental Indenture with respect to the Notes, then the Issuer may at any time at its option redeem, in whole, but not in part, the outstanding Notes on not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100 percent of their principal amount, together with accrued and unpaid interest on those Notes to, but not including, the date fixed for redemption; provided such obligation cannot be avoided by its taking reasonable measures available to it, not including substitution of the obligor under the Notes.

Pursuant to Section 2.07 of the Third Supplemental Indenture, the Issuer will, subject to the exceptions and limitations set forth in Section 2.07 of the Third Supplemental Indenture, pay such additional amounts ("Additional Amounts") as will result in the receipt by each beneficial owner of a Note that is not a United States person (as defined below) of such amounts, after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States (including any withholding or deduction with respect to the payment of such Additional Amounts) as would have been received had no such withholding or deduction been required.

As used herein, the term "United States" means the United States of America (including the states of the United States and the District of Columbia and any political subdivision thereof) and the term "United States person" means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia (other than a partnership that is not treated as a United States person under any applicable Treasury regulations), or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

Whenever in the Indenture (including in this Note) there is referenced, in any context, the payment of amounts based on the payment of principal of, or premium, if any, or interest on, the Notes of this series, or any other amount payable thereunder or with respect thereto, such reference will be deemed to include the payment of Additional Amounts as described hereunder to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Indenture contains provisions for defeasance at any time of the entire Indebtedness of this Note or certain restrictive covenants and Events of Default with respect to this Note, in each case upon compliance with certain conditions set forth in the Indenture.

In case an Event of Default with respect to the Notes shall have occurred and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Issuer and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding (as defined in the Indenture) of all series to be affected (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series; *provided, however*, that no such supplemental indenture shall (i) extend the final maturity of any Security, or reduce the principal amount thereof or any premium thereon, or reduce the rate or extend the time of payment of any interest thereon, or reduce any amount payable on redemption thereof or reduce the amount of the principal of an Original Issue Discount Security (as defined in the Indenture) payable upon acceleration thereof or the amount thereof provable in bankruptcy, or impair or affect the rights of any Holder to institute suit for the payment thereof, or, if the Securities provide therefor, any right of repayment at the option of the Holder, without the consent of the Holder of each Security so affected, or (ii) reduce the aforesaid percentage of Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holder of each Security affected. It is also provided in the Indenture that, with respect to certain defaults or Events of Default regarding the Securities of any series, prior to any declaration accelerating the maturity of such Securities, the Holders of a majority in aggregate principal amount Outstanding of the Securities of such series (or, in the case of certain defaults or Events of Default, all or certain series of the Securities) may on behalf of the Holders of all the Securities of such series (or all or certain series of the Securities, as the case may be) waive any such past default or Event of Default and its consequences. The preceding sentence shall not, however, apply to a default in the payment of the principal of or premium, if any, or interest on any of the Securities. Any such consent or waiver by the Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

No Global Note may be transferred except as a whole by the Depositary to a nominee of the Depositary. Subject to certain conditions, the Notes represented by the Global Note are exchangeable for certificated notes in definitive form of like tenor in minimum denominations of €100,000 principal amount and integral multiples of €1,000 in excess thereof if: (1) the Depositary provides notification that it is unwilling, unable or no longer qualified to continue as depositary for the Global Note and a successor is not appointed by the Issuer within 90 days; (2) the Issuer has been notified that both Clearstream and Euroclear have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available, (3) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Global Note in definitive form, or (4) an event of default entitling the Holders of the Notes to accelerate the maturity thereof has occurred and is continuing. Upon the occurrence of any of the preceding events, the Issuer will notify the Trustee in writing that, upon surrender by the participants of their interest in such Global Note, Securities in definitive form will be issued to each Person that such participants and the Depositary identify as being the beneficial owner of the related Securities. Beneficial interests in Global Notes may be exchanged for Securities in definitive form of the same series upon request but only upon at least 30 days' prior written notice given to the Trustee by or on behalf of the Depositary in accordance with customary procedures.

For purposes of the Notes, "Business Day" shall mean any day that is not a Saturday or Sunday and that is not a day on which banking institutions are authorized or obligated by law or executive order to close in the City of New York or London and on which the real time gross settlement system operated by Euroclear (the T2 system), or any successor thereto, operates.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

The acceptance of this Note shall be deemed to constitute the consent and agreement of the Holder hereof to all of the terms and provisions of the Indenture. Terms used herein which are defined in the Indenture shall have the respective meanings assigned thereto in the Indenture.

THE INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

_____

(Insert assignee's social security or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ as agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Your Signature: _____

(Sign exactly as your name appears on the other side of this Note)

Your Name: _____

Date: _____

Signature Guarantee: _____ *

*NOTICE: The Signature must be guaranteed by an Institution which is a member of one of the following recognized signature Guarantee Programs: (i) The Securities Transfer Agent Medallion Program (STAMP); (ii) The New York Stock Exchange Medallion Program (MNSP); (iii) The Stock Exchange Medallion Program (SEMP); or (iv) such other guarantee program acceptable to the Trustee.

_____

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of an interest in this Global Note for an interest in another Global Note or for a Definitive Security, or exchanges of an interest in another Global Note or a Definitive Security for an interest in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory or Trustee or Securities Custodian

Exhibit 4.6

GLOBAL NOTE

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

EMERSON ELECTRIC CO.
5.000% Note Due 2035

Principal Amount **No. A-1**
$500,000,000 **CUSIP 291011 BT0**

EMERSON ELECTRIC CO., a Missouri corporation (the "Issuer"), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of FIVE HUNDRED MILLION DOLLARS ($500,000,000) on March 15, 2035, in immediately available funds in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest, semiannually on March 15 and September 15 of each year (each, an "Interest Payment Date"), commencing September 15, 2025, on said principal sum at said agency, in like coin or currency, at the rate per annum specified in the title of this Note, from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from March 4, 2025, until payment of said principal sum has been made or duly provided for; provided, that payment of interest may be made at the option of the Issuer by check mailed to the address of the person entitled thereto as such address shall appear on the Security register. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Each payment of interest in respect of an Interest Payment Date shall include interest accrued through the day prior to such Interest Payment Date. The interest so payable on any Interest Payment Date will, subject to certain exceptions provided in the Indenture referred to on the reverse hereof, be paid to the person in whose name this Note is registered at the close of business on the March 1 or September 1, as the case may be, next preceding such Interest Payment Date. If an Interest Payment Date or the maturity date is not a "Business Day," the Issuer will pay interest or principal, as the case may be, on the next succeeding Business Day and no additional interest shall accrue with respect to such delay. Reference is made to the further provisions of this Note set forth on the reverse hereof. Such further 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 the Trustee under the Indenture referred to on the reverse hereof.

IN WITNESS WHEREOF, Emerson Electric Co. has caused this instrument to be signed by facsimile by its duly authorized officers and has caused a facsimile of its corporate seal to be affixed hereunto or imprinted hereon.

EMERSON ELECTRIC CO.

By: /s/ Michael J. Baughman
Title: Executive Vice President and Chief Financial Officer

By: /s/ J. H. Thomasson
Title: Vice President and Treasurer

[SEAL]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities described in the within-mentioned Indenture.

Dated: March 4, 2025

COMPUTERSHARE TRUST COMPANY, N.A.,
as Trustee

By: /s/ Corey J. Dahlstrand
Authorized Signatory

EMERSON ELECTRIC CO.

5.000% Notes due 2035

This Note is one of a duly authorized issue of unsecured debentures, notes or other evidence of indebtedness of the Issuer (hereinafter called the "Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to an indenture dated as of December 10, 1998 (herein called the "Indenture"), duly executed and delivered by the Issuer to Computershare Trust Company, N.A. (successor to Wells Fargo Bank, National Association (successor to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as The Bank of New York)))), as trustee (herein called the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Issuer and the holders of the Securities. The Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as in the Indenture provided. This Note is one of a series designated as the 5.000% Notes due 2035 of the Issuer, initially limited in aggregate principal amount to $500,000,000 (herein called the "Notes").

Prior to December 15, 2034 (the date that is three months prior to the maturity date of the Notes) (the "Par Call Date"), the Issuer may redeem the Notes at its option, in whole or in part, at any time and from time to time (any such date, a "Redemption Date"), at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points less (b) interest accrued to the date of redemption, and

(2) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

On or after the Par Call Date, the Issuer may redeem the Notes, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to the Redemption Date.

"*Treasury Rate*" means, with respect to any Redemption Date for the Notes, the yield determined by the Issuer in accordance with the following two paragraphs:

The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Issuer shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H.15 TCM is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Issuer's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 15 days but not more than 60 days before the Redemption Date to each holder of Notes to be redeemed.

In the case of a partial redemption, selection of the Notes for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Notes of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to the Note will state the portion of the principal amount of the Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note will be issued in the name of the holder of the Note upon surrender for cancellation of the original Note. For so long as the Notes are held by DTC (or another depositary), the redemption of the Notes shall be done in accordance with the policies and procedures of the depositary.

Unless the Issuer defaults in payment of the redemption price, on and after the Redemption Date interest will cease to accrue on the Notes or portions thereof called for redemption.

Except as set forth above, the Notes will not be redeemable by the Issuer prior to maturity and will not be entitled to the benefit of any sinking fund.

In case an Event of Default with respect to the Notes shall have occurred and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Issuer and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding (as defined in the Indenture) of all series to be affected (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series; *provided, however*, that no such supplemental indenture shall (i) extend the final maturity of any Security, or reduce the principal amount thereof or any premium thereon, or reduce the rate or extend the time of payment of any interest thereon, or reduce any amount payable on redemption thereof or reduce the amount of the principal of an Original Issue Discount Security (as defined in the Indenture) payable upon acceleration thereof or the amount thereof provable in bankruptcy, or impair or affect the rights of any Holder to institute suit for the payment thereof, or, if the Securities provide therefor, any right of repayment at the option of the Holder, without the consent of the Holder of each Security so affected, or (ii) reduce the aforesaid percentage of Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holder of each Security affected. It is also provided in the Indenture that, with respect to certain defaults or Events of Default regarding the Securities of any series, prior to any declaration accelerating the maturity of such Securities, the Holders of a majority in aggregate principal amount Outstanding of the Securities of such series (or, in the case of certain defaults or Events of Default, all or certain series of the Securities) may on behalf of the Holders of all the Securities of such series (or all or certain series of the Securities, as the case may be) waive any such past default or Event of Default and its consequences. The preceding sentence shall not, however, apply to a default in the payment of the principal of or premium, if any, or interest on any of the Securities. Any such consent or waiver by the Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

The Notes are issuable only in registered form, without coupons, in denominations of $1,000 and any integral multiple thereof, and in book-entry form. The Notes may be represented by one or more Global Securities (each, a "Global Note") deposited with the Depositary and registered in the name of the nominee of the Depositary, with certain limited exceptions. So long as DTC or any successor Depositary or its nominee is the registered Holder of a Global Note, DTC, such Depositary or such nominee, as the case may be, will be considered the sole owner or Holder of the Notes represented by such Global Note for all purposes under the Indenture and the Notes. Beneficial interest in the Notes will be evidenced only by, and transfer thereof will be effected only through, records maintained by DTC and its participants. Except as provided below, an owner of a beneficial interest in a Global Note will not be entitled to have Notes represented by such Global Note registered in such owner's name, will not receive or be entitled to receive physical delivery of the Notes in certificated form and will not be considered the owner or Holder thereof under the Indenture.

No Global Note may be transferred except as a whole by the Depositary to a nominee of the Depositary. Global Notes are exchangeable for certificated Notes only if (x) the Depositary notifies the Issuer that it is unwilling or unable to continue as Depositary for such Global Notes or if at any time the Depositary ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, and the Issuer fails within 90 days thereafter to appoint a successor, (y) the Issuer in its sole discretion determines that such Global Notes shall be so exchangeable or (z) there shall have occurred and be continuing an Event of Default or an event which with the giving of notice or lapse of time or both would constitute an Event of Default with respect to the Notes represented by such Global Notes. In such event, the Issuer will issue Notes in certificated form in exchange for such Global Notes. In any such instance, an owner of a beneficial interest in the Global Notes will be entitled to physical delivery in certificated form of Notes equal in principal amount to such beneficial interest and to have such Notes registered in its name. Notes so issued in certificated form will be issued in denominations of $1,000 or any integral multiple thereof, and will be issued in registered form only, without coupons.

The Issuer, the Trustee and any authorized agent of the Issuer or the Trustee may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and subject to the provisions on the face hereof, interest hereon, and for all other purposes, and neither the Issuer nor the Trustee nor any authorized agent of the Issuer or the Trustee shall be affected by any notice to the contrary.

No recourse under or upon any obligation, covenant or agreement of the Issuer in the Indenture or any indenture supplemental thereto or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against incorporator, stockholder, officer or director, as such, of the Issuer or of any successor corporation, either directly or through the Issuer or any successor corporation, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance hereof and as part of the consideration for the issue hereof.

For purposes of the Notes, "Business Day" shall mean any day other than a Saturday or a Sunday that is neither a legal holiday nor a day on which applicable law or regulation authorizes or requires banking institutions in The City of New York, New York to close.

All terms used in this Note not otherwise defined herein which are defined in the Indenture shall have the meanings assigned to them in the Indenture. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

The acceptance of this Note shall be deemed to constitute the consent and agreement of the Holder hereof to all of the terms and provisions of the Indenture. Terms used herein which are defined in the Indenture shall have the respective meanings assigned thereto in the Indenture.

THE INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

Exhibit 5.1

EMERSON ELECTRIC CO.
8027 FORSYTH BLVD.
ST. LOUIS, MO. 63105

JOHN A. SPERINO
VICE PRESIDENT
AND ASSISTANT SECRETARY
(314) 553-1026

March 4, 2025

Emerson Electric Co.
8027 Forsyth Blvd.
St. Louis, MO 63105

Re: €500,000,000 of 3.000% Notes Due 2031 (the "2031 Notes") and €500,000,000 aggregate principal amount of 3.500% Notes Due 2037 (the "2037 Notes" and, together with the 2031 Notes, the "Notes") of Emerson Electric Co. (the "Company")

Ladies and Gentlemen:

I am Vice President and Assistant Secretary of the Company, and in such capacity I am familiar with the registration of the Notes under the Securities Act of 1933, as amended (the "Act"). The Notes are debt securities being issued under an Indenture dated as of December 10, 1998 (the "Base Indenture") between the Company and Computershare Trust Company, N.A. (successor to Wells Fargo Bank, National Association (successor to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as The Bank of New York)))), as trustee (the "Trustee"), as amended and supplemented by the Third Supplemental Indenture thereto, dated as of March 4, 2025 (together with the Base Indenture, the "Indenture") between the Company and the Trustee. The Notes will be subject to the Agency Agreement, dated as of March 4, 2025 (the "Agency Agreement"), among the Company, the Trustee, U.S. Bank Europe DAC, UK Branch, as the paying agent for the Notes, and U.S. Bank Trust Company, National Association as transfer agent and registrar for the Notes. The Company proposes to offer and sell the Notes to the public in accordance with the terms and conditions of an Underwriting Agreement Standard Provisions dated as of February 25, 2025 (the "Agreement") and the Pricing Agreement (the "Pricing Agreement") dated as of February 25, 2025 among the Company and the underwriters named therein, for whom J.P. Morgan Securities plc, Goldman Sachs & Co. LLC and Merrill Lynch International are acting as representatives, and the Company's Automatic Shelf Registration Statement on Form S-3 (File Number 333-275526) (the "Registration Statement"), the Preliminary Prospectus Supplement dated February 25, 2025 and the accompanying Prospectus dated November 13, 2023, the Final Term Sheet relating to the Prospectus Supplement dated February 25, 2025 to the Prospectus dated November 13, 2023, and the Prospectus Supplement dated February 25, 2025 and the accompanying Prospectus dated November 13, 2023 for the sale of the Notes by the Company.

I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, corporate records, certificates of public officials and other instruments as I deemed necessary for the purpose of the opinion expressed herein. In my examination of the foregoing, I have assumed the authenticity of all documents submitted to me as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to me as copies. I have also assumed the legal capacity for all purposes relevant hereto of all natural persons and, with respect to all parties to agreements or instruments relevant hereto other than the Company, that such parties had the requisite power and authority (corporate or otherwise) to execute, deliver and perform such agreements or instruments, that such agreements or instruments have been duly authorized by all requisite action (corporate or otherwise), executed and delivered by such parties and that such agreements or instruments are the valid, binding and enforceable obligations of such parties. As to questions of fact material to my opinions, I have relied upon certificates or statements of officers and other representatives of the Company and of public officials and authorities. I have assumed without investigation that any certificates or statements on which I have relied that were given or dated earlier than the date of this opinion letter continued to remain accurate, insofar as relevant to such opinion, from such earlier date through and including the date of this letter.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Indenture.

Based on the foregoing, I am of the opinion that the Notes have been duly authorized and, when executed, issued, sold and delivered against payment therefor in the manner described in the Registration Statement and in accordance with the Indenture, and duly authenticated by the Trustee as specified in the Indenture, will constitute valid and binding obligations of the Company.

The foregoing opinion is subject to the qualifications, that (i) the rights and remedies may be limited by bankruptcy, reorganization and other laws of general application relating to or affecting the enforcement of creditors' rights or the availability of equitable remedies and (ii) I am admitted to practice law in the State of Missouri and I express no opinion on any law other than that of Missouri, New York and the federal law of the United States. To the extent that the opinion expressed herein relates to matters governed by the laws of the State of New York, I have relied, with their permission, as to all matters of New York law, on the opinion of Bryan Cave Leighton Paisner LLP dated the date hereof, and my opinion is subject to the exceptions, qualifications and assumptions contained in such opinion. This opinion may not be relied upon by you for any other purpose or furnished to any other person without my prior written consent.

Bryan Cave Leighton Paisner LLP may rely on this opinion, subject to the assumptions, qualifications and limitations set forth in this opinion, as if it were addressed to them, in rendering their opinion dated the date hereof.

I hereby consent to the use of my name in the Registration Statement and in the related prospectus, and in any supplement to such prospectus, and to the use of this Opinion as an exhibit to the Registration Statement. In giving such consent, I do not hereby admit that I am included in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the Rules and Regulations of the Securities and Exchange Commission thereunder.

[Signature Page Follows]

Very truly yours,

/s/ John A. Sperino

John A. Sperino

[*Signature Page – Exhibit 5 Opinion*]

March 4, 2025

BCLP
Bryan Cave Leighton Paisner

BRYAN CAVE LEIGHTON PAISNER LLP
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211 North Broadway Suite 3600
St Louis MO 63102
T: +1 314 259 2000
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bclplaw.com

Emerson Electric Co.
8027 Forsyth Blvd.
St. Louis MO, 63105

Re: 3.000% Notes Due 2031
3.500% Notes Due 2037

Ladies and Gentlemen:

We have acted as special counsel to Emerson Electric Co., a Missouri corporation (the "Company"), in connection with the sale by the Company and the purchase by the underwriters (the "Underwriters") referred to in the Pricing Agreement, dated February 25, 2025, which incorporates the Underwriting Agreement Standard Provisions dated as of February 25, 2025, among the Company and the Underwriters, for whom J.P. Morgan Securities plc, Goldman Sachs & Co. LLC and Merrill Lynch International are acting as representatives (the "Pricing Agreement"), of €500,000,000 aggregate principal amount of 3.000% Notes Due 2031 of the Company (the "2031 Notes") and €500,000,000 aggregate principal amount of 3.500% Notes Due 2037 (the "2037 Notes" and, together with the 2031 Notes, the "Notes"), issuable pursuant to an Indenture, dated as of December 10, 1998 (the "Base Indenture") between the Company and Computershare Trust Company, N.A. (successor to Wells Fargo Bank, National Association (successor to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as The Bank of New York)))), as trustee (the "Trustee"), as amended and supplemented by the Third Supplemental Indenture thereto, dated as of March 4, 2025 (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), between the Company and the Trustee. The Notes will be subject to the Agency Agreement, dated as of March 4, 2025 (the "Agency Agreement"), among the Company, the Trustee, U.S. Bank Europe DAC, UK Branch, as the paying agent for the Notes, and U.S. Bank Trust Company, National Association as transfer agent for the Notes and registrar for the Notes.

In connection herewith, we have examined:

(1) the Restated Articles of Incorporation of the Company, as amended;

(2) the Bylaws of the Company;

(3) the Pricing Agreement;

(4) the Registration Statement on Form S-3 (No. 333- 275526) (the "Registration Statement") filed with the U.S. Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), on November 13, 2023, including the prospectus constituting a part thereof, dated November 13, 2023 (the "Prospectus");

(5) the prospectus supplement dated February 25, 2025 (the "Prospectus Supplement"), relating to the Notes, including the Prospectus;

(6) the global notes representing the Notes;

(7) the Indenture and

(8) the Agency Agreement.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, agreements and instruments of the Company, statements and certificates of public officials and officers of the Company, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinion hereinafter expressed. In our examination of the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering, Analysis and Retrieval system ("Edgar") or other sites maintained by a court or governmental authority or regulatory body and the authenticity of the originals of such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on Edgar or such sites maintained by a court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to the Indenture and the Pricing Agreement and certificates and statements of appropriate representatives of the Company.

In connection herewith, we have assumed that, other than with respect to the Company, all of the documents referred to in this opinion letter have been duly authorized by, have been duly executed and delivered by, and constitute the valid and binding and enforceable obligation of, all the parties to such documents, all of the signatories to such documents have been duly authorized and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents. We have also assumed, with your permission, that (i) the Company has been duly organized and is validly existing in good standing under the laws of the jurisdiction governing its organization, with all requisite entity power and authority to execute and deliver the Indenture and the Notes and perform all other transactions contemplated thereunder, (ii) all of the documents referred to in this opinion letter, other than the Notes, have been duly authorized, executed and delivered by the Company, and (iii) the Notes have been duly authorized by the Company in accordance with the Company's Restated Articles of Incorporation and Bylaws, and applicable Missouri law.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, assuming the due execution, authentication, issuance, sale and delivery of the Notes upon payment of the consideration therefor provided for in the Pricing Agreement in the manner described in the Prospectus Supplement and the Pricing Agreement and in accordance with the provisions of the Indenture, such Notes will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion herein reflects only the application of (i) applicable New York State law (excluding (A) all laws, rules and regulations of cities, counties and other political subdivisions of such State and (B) the securities, blue sky, environmental, employee benefit, pension, tax and antitrust laws of such State, as to which we express no opinion) and (ii) the federal laws of the United States (excluding the federal securities, environmental, employee benefit, pension, tax and antitrust laws, as to which we express no opinion). With respect to all matters of Missouri law, we have relied, with your permission, upon the opinion of John A. Sperino, Vice President and Assistant Secretary of the Company, dated the date hereof and delivered to you, and our opinion is subject to the same assumptions, qualifications and limitations with respect to such matters as are contained in such opinion of John A. Sperino. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in factual matters, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) Our opinion contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law), (iii) an implied covenant of good faith and fair dealing, (iv) requirements that a claim with respect to the Notes denominated other than in United States dollars (or a judgment denominated other than in United States dollars with respect to such a claim) be converted into United States dollars at a rate of exchange prevailing on a date determined pursuant to applicable law, and (v) governmental authority to limit, delay, or prohibit the making of payments outside the United States or in foreign or composite currency.

(c) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities, that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(d) We express no opinion as to:

(i) the enforceability of any provision of the Indenture or the Notes purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) waive the right of the Company or any other person to a trial by jury, (E) provide that remedies are cumulative or that decisions by a party are conclusive, (F) modify or waive the rights to notice, legal defenses, statutes of limitations and statutes of repose (including the tolling of the same) or other benefits that cannot be waived under applicable law or (G) govern choice of law or conflict of laws; or (H) provide for or grant a power of attorney; or

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Indenture or the Notes which are violative of public policy underlying any law, rule or regulation (including any Federal or state securities law, rule or regulation) or the legality of such rights, or (B) provisions in the Indenture whose terms are left open for later resolution by the parties.

John A. Sperino, Vice President and Assistant Secretary of the Company, may rely on this opinion letter, subject to the assumptions, qualifications and limitations set forth in this opinion letter, as if it were addressed to him, in rendering (i) his opinion letter dated the date hereof, which is to be filed as an exhibit to the Company's Current Report on Form 8-K, and (ii) his opinion letters, each dated the date hereof, in contemplation of the transactions described herein, including his opinion letters issued pursuant to the Pricing Agreement and the Indenture.

We do not render any opinion except as set forth above. We hereby consent to the filing of this opinion letter as an exhibit to the Company's Current Report on Form 8-K, incorporated by reference into the Registration Statement. We also consent to your filing copies of this opinion as an exhibit to the Registration Statement with agencies of such states as you deem necessary in the course of complying with the laws of such states regarding the offering and sale of the Notes. In giving such consent, we do not thereby concede 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 thereunder.

Very truly yours,

/s/ BRYAN CAVE LEIGHTON PAISNER LLP

Exhibit 5.2

EMERSON ELECTRIC CO.
8027 FORSYTH BLVD.
ST. LOUIS, MO. 63105

JOHN A. SPERINO
VICE PRESIDENT
AND ASSISTANT SECRETARY
(314) 553-1026

March 4, 2025

Emerson Electric Co.
8027 Forsyth Blvd.
St. Louis, MO 63105

Re: $500,000,000 aggregate principal amount of 5.000% Notes Due 2035 (the "Notes") of Emerson Electric Co. (the "Company")

Ladies and Gentlemen:

I am Vice President and Assistant Secretary of the Company, and in such capacity I am familiar with the registration of the Notes under the Securities Act of 1933, as amended (the "Act"). The Notes are debt securities being issued under an Indenture dated as of December 10, 1998 (the "Indenture") between the Company and Computershare Trust Company, N.A. (successor to Wells Fargo Bank, National Association (successor to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as The Bank of New York)))), as trustee (the "Trustee"). The Company proposes to offer and sell the Notes to the public in accordance with the terms and conditions of an Underwriting Agreement Standard Provisions dated as of February 25, 2025 (the "Agreement") and the Pricing Agreement (the "Pricing Agreement") dated as of February 25, 2025 among the Company and the underwriters named therein, for whom J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and BofA Securities, Inc. are acting as representatives, and the Company's Automatic Shelf Registration Statement on Form S-3 (File Number 333-275526) (the "Registration Statement"), the Preliminary Prospectus Supplement dated February 25, 2025 and the accompanying Prospectus dated November 13, 2023, the Final Term Sheet relating to the Prospectus Supplement dated February 25, 2025 to the Prospectus dated November 13, 2023, and the Prospectus Supplement dated February 25, 2025 and the accompanying Prospectus dated November 13, 2023 for the sale of the Notes by the Company.

I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, corporate records, certificates of public officials and other instruments as I deemed necessary for the purpose of the opinion expressed herein. In my examination of the foregoing, I have assumed the authenticity of all documents submitted to me as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to me as copies. I have also assumed the legal capacity for all purposes relevant hereto of all natural persons and, with respect to all parties to agreements or instruments relevant hereto other than the Company, that such parties had the requisite power and authority (corporate or otherwise) to execute, deliver and perform such agreements or instruments, that such agreements or instruments have been duly authorized by all requisite action (corporate or otherwise), executed and delivered by such parties and that such agreements or instruments are the valid, binding and enforceable obligations of such parties. As to questions of fact material to my opinions, I have relied upon certificates or statements of officers and other representatives of the Company and of public officials and authorities. I have assumed without investigation that any certificates or statements on which I have relied that were given or dated earlier than the date of this opinion letter continued to remain accurate, insofar as relevant to such opinion, from such earlier date through and including the date of this letter.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Indenture.

Based on the foregoing, I am of the opinion that the Notes have been duly authorized and, when executed, issued, sold and delivered against payment therefor in the manner described in the Registration Statement and in accordance with the Indenture, and duly authenticated by the Trustee as specified in the Indenture, will constitute valid and binding obligations of the Company.

The foregoing opinion is subject to the qualifications, that (i) the rights and remedies may be limited by bankruptcy, reorganization and other laws of general application relating to or affecting the enforcement of creditors' rights or the availability of equitable remedies and (ii) I am admitted to practice law in the State of Missouri and I express no opinion on any law other than that of Missouri, New York and the federal law of the United States. To the extent that the opinion expressed herein relates to matters governed by the laws of the State of New York, I have relied, with their permission, as to all matters of New York law, on the opinion of Bryan Cave Leighton Paisner LLP dated the date hereof, and my opinion is subject to the exceptions, qualifications and assumptions contained in such opinion. This opinion may not be relied upon by you for any other purpose or furnished to any other person without my prior written consent.

Bryan Cave Leighton Paisner LLP may rely on this opinion, subject to the assumptions, qualifications and limitations set forth in this opinion, as if it were addressed to them, in rendering their opinion dated the date hereof.

I hereby consent to the use of my name in the Registration Statement and in the related prospectus, and in any supplement to such prospectus, and to the use of this Opinion as an exhibit to the Registration Statement. In giving such consent, I do not hereby admit that I am included in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the Rules and Regulations of the Securities and Exchange Commission thereunder.

[Signature Page Follows]

Very truly yours,

/s/ John A. Sperino

John A. Sperino

[*Signature Page – Exhibit 5 Opinion*]

March 4, 2025

BCLP
Bryan Cave Leighton Paisner

BRYAN CAVE LEIGHTON PAISNER LLP
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St Louis MO 63102
T: +1 314 259 2000
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bclplaw.com

Emerson Electric Co.
8027 Forsyth Blvd.
St. Louis MO, 63105

Re: 5.000% Notes Due 2035

Ladies and Gentlemen:

We have acted as special counsel to Emerson Electric Co., a Missouri corporation (the "Company"), in connection with the sale by the Company and the purchase by the underwriters (the "Underwriters") referred to in the Pricing Agreement, dated February 25, 2025, which incorporates the Underwriting Agreement Standard Provisions dated as of February 25, 2025, among the Company and the Underwriters, for whom J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and BofA Securities, Inc. are acting as representatives (the "Pricing Agreement"), of $500,000,000 aggregate principal amount of 5.000% Notes Due 2035 of the Company (the "Notes"), issuable pursuant to an Indenture, dated as of December 10, 1998 (the "Indenture") between the Company and Computershare Trust Company, N.A. (successor to Wells Fargo Bank, National Association (successor to The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York Mellon (formerly known as The Bank of New York)))), as trustee (the "Trustee").

In connection herewith, we have examined:

(1) the Restated Articles of Incorporation of the Company, as amended;

(2) the Bylaws of the Company;

(3) the Pricing Agreement;

(4) the Registration Statement on Form S-3 (No. 333- 275526) (the "Registration Statement") filed with the U.S. Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), on November 13, 2023, including the prospectus constituting a part thereof, dated November 13, 2023 (the "Prospectus");

(5) the prospectus supplement dated February 25, 2025 (the "Prospectus Supplement"), relating to the Notes, including the Prospectus;

(6) the global notes representing the Notes; and

(7) the Indenture.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, agreements and instruments of the Company, statements and certificates of public officials and officers of the Company, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinion hereinafter expressed. In our examination of the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering, Analysis and Retrieval system ("Edgar") or other sites maintained by a court or governmental authority or regulatory body and the authenticity of the originals of such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on Edgar or such sites maintained by a court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to the Indenture and the Pricing Agreement and certificates and statements of appropriate representatives of the Company.

In connection herewith, we have assumed that, other than with respect to the Company, all of the documents referred to in this opinion letter have been duly authorized by, have been duly executed and delivered by, and constitute the valid and binding and enforceable obligation of, all the parties to such documents, all of the signatories to such documents have been duly authorized and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents. We have also assumed, with your permission, that (i) the Company has been duly organized and is validly existing in good standing under the laws of the jurisdiction governing its organization, with all requisite entity power and authority to execute and deliver the Indenture and the Notes and perform all other transactions contemplated thereunder, (ii) all of the documents referred to in this opinion letter, other than the Notes, have been duly authorized, executed and delivered by the Company, and (iii) the Notes have been duly authorized by the Company in accordance with the Company's Restated Articles of Incorporation and Bylaws, and applicable Missouri law.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, assuming the due execution, authentication, issuance, sale and delivery of the Notes upon payment of the consideration therefor provided for in the Pricing Agreement in the manner described in the Prospectus Supplement and the Pricing Agreement and in accordance with the provisions of the Indenture, such Notes will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion herein reflects only the application of (i) applicable New York State law (excluding (A) all laws, rules and regulations of cities, counties and other political subdivisions of such State and (B) the securities, blue sky, environmental, employee benefit, pension, tax and antitrust laws of such State, as to which we express no opinion) and (ii) the federal laws of the United States (excluding the federal securities, environmental, employee benefit, pension, tax and antitrust laws, as to which we express no opinion). With respect to all matters of Missouri law, we have relied, with your permission, upon the opinion of John A. Sperino, Vice President and Assistant Secretary of the Company, dated the date hereof and delivered to you, and our opinion is subject to the same assumptions, qualifications and limitations with respect to such matters as are contained in such opinion of John A. Sperino. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in factual matters, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) Our opinion contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law), (iii) an implied covenant of good faith and fair dealing, (iv) requirements that a claim with respect to the Notes denominated other than in United States dollars (or a judgment denominated other than in United States dollars with respect to such a claim) be converted into United States dollars at a rate of exchange prevailing on a date determined pursuant to applicable law, and (v) governmental authority to limit, delay, or prohibit the making of payments outside the United States or in foreign or composite currency.

(c) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities, that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(d) We express no opinion as to:

(i) the enforceability of any provision of the Indenture or the Notes purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) waive the right of the Company or any other person to a trial by jury, (E) provide that remedies are cumulative or that decisions by a party are conclusive, (F) modify or waive the rights to notice, legal defenses, statutes of limitations and statutes of repose (including the tolling of the same) or other benefits that cannot be waived under applicable law or (G) govern choice of law or conflict of laws; or (H) provide for or grant a power of attorney; or

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Indenture or the Notes which are violative of public policy underlying any law, rule or regulation (including any Federal or state securities law, rule or regulation) or the legality of such rights, or (B) provisions in the Indenture whose terms are left open for later resolution by the parties.

John A. Sperino, Vice President and Assistant Secretary of the Company, may rely on this opinion letter, subject to the assumptions, qualifications and limitations set forth in this opinion letter, as if it were addressed to him, in rendering (i) his opinion letter dated the date hereof, which is to be filed as an exhibit to the Company's Current Report on Form 8-K, and (ii) his opinion letters, each dated the date hereof, in contemplation of the transactions described herein, including his opinion letters issued pursuant to the Pricing Agreement and the Indenture.

We do not render any opinion except as set forth above. We hereby consent to the filing of this opinion letter as an exhibit to the Company's Current Report on Form 8-K, incorporated by reference into the Registration Statement. We also consent to your filing copies of this opinion as an exhibit to the Registration Statement with agencies of such states as you deem necessary in the course of complying with the laws of such states regarding the offering and sale of the Notes. In giving such consent, we do not thereby concede 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 thereunder.

Very truly yours,

/s/ BRYAN CAVE LEIGHTON PAISNER LLP