

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

POST-EFFECTIVE AMENDMENT NO. 1  
TO  
**FORM S-3**  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

**THE CLOROX COMPANY**

(Exact name of Registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**31-0595760**

(IRS Employer  
Identification No.)

**1221 Broadway, Oakland, California 94612-1888  
(510) 271-7000**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**Laura Stein  
Senior Vice President – General Counsel  
The Clorox Company  
1221 Broadway  
Oakland, California 94612-1888  
(510) 271-7000**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

*with copy to:*

**Linda L. Griggs, Esq.  
Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
(202) 739-3000**

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

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

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

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

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

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become

effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

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

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### EXPLANATORY NOTE

This Post-Effective Amendment No. 1 relates to the Registrant's Automatic Shelf Registration Statement on Form S-3 (File No. 333-146472) (the "Registration Statement"), filed by the Registrant on October 3, 2007. The Registrant is filing this Post-Effective Amendment No. 1 pursuant to Rule 462(d) under the Securities Act of 1933, as amended, primarily to file (i) a form of Supplemental Indenture, which designates Wells Fargo Bank, National Association as a trustee under the Indenture dated as of October 9, 2007 between the Registrant and The Bank of New York Trust Company, N.A., as trustee and (ii) a Statement of Eligibility on Form T-1 of Wells Fargo Bank, National Association to act as trustee under the Indenture.

The Bank of New York Trust Company, N.A. shall continue to act as trustee with respect to the Registrants' 5.45% Senior Notes due 2012, 5.00% Senior Notes due 2013, and 5.95% Senior Notes due 2017 and with respect to any other series of debt securities issued under the Registration Statement for which it is designated as trustee, and identified as such in the applicable prospectus supplement. Wells Fargo Bank, National Association shall act as trustee with respect to any series of debt securities issued under the Registration Statement for which it is designated as trustee, and identified as such in the applicable prospectus supplement.

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### Item 16. Exhibits

The following is a list of all exhibits filed as a part of this registration statement on Form S-3.

Exhibit Number	Description of Exhibit
1.1	Underwriting Agreement dated October 3, 2007 (incorporated by reference from the Company's Form 8-K filed on October 5, 2007)
1.2	Underwriting Agreement dated February 27, 2008 (incorporated by reference from the Company's Form 8-K filed on February 29, 2008)
4.1	Form of Indenture between the Company and The Bank of New York Trust Company, N.A.*
4.2	Officers' Certificate Pursuant to the Indenture dated October 9, 2007
4.3	Officers' Certificate Pursuant to the Indenture dated March 3, 2008
4.4	Form of Supplemental Indenture between the Company, The Bank of New York Trust Company, N.A., and Wells Fargo Bank, National Association
5.1	Opinion of Morgan, Lewis & Bockius LLP*
12	Computation of Ratio of Earnings to Fixed Charges of the Company and Subsidiaries
23.1	Consent of Ernst & Young LLP*
23.2	Consent of Morgan, Lewis & Bockius LLP*
24.1	Power of attorney*

25.1 Statement of Eligibility on Form T-1 of The Bank of New York Trust Company, N.A. to act as trustee under the Indenture\*

25.2 Statement of Eligibility on Form T-1 of Wells Fargo Bank, National Association to act as trustee under the Indenture

\* Previously filed.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, The Clorox Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Oakland, state of California, on the 4<sup>th</sup> day of November, 2009.

THE CLOROX COMPANY

By: /s/ Charles R. Conradi

Charles R. Conradi

Vice President – Treasurer

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities indicated on the 4<sup>th</sup> day of November, 2009.

Signature	Title
<u>/s/ D. R. Knauss</u> *	
D. R. Knauss	Chairman and Chief Executive Officer (Principal Executive Officer)
<u>/s/ D. J. Heinrich</u> *	
D. J. Heinrich	Senior Vice President – Chief Financial Officer (Principal Financial Officer)
<u>/s/ T. D. Johnson</u> *	
T. D. Johnson	Vice President – Controller (Principal Accounting Officer)
<u>/s/ G. G. Michael</u> *	
G. G. Michael	Presiding Director
<u>/s/ D. Boggan, Jr.</u> *	
D. Boggan, Jr.	Director
<u>/s/ R. H. Carmona</u> *	
R. H. Carmona	Director
<u>/s/ T. M. Friedman</u> *	
T. M. Friedman	Director
<u>/s/ G. J. Harad</u> *	
G. J. Harad	Director
<u>/s/ R. W. Matschullat</u> *	
R. W. Matschullat	Director

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/s/ E. A. Mueller \*

E. A. Mueller Director

/s/ J. L. Murley \*

J. L. Murley Director

/s/ P. Thomas-Graham \*

P. Thomas-Graham Director

/s/ C. M. Ticknor \*

C. M. Ticknor Director

\* By: /s/ Laura Stein

Name: Laura Stein

Title: Senior Vice President – General Counsel  
as Attorney-in-fact

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## EXHIBIT INDEX

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\* Previously filed.

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**THE CLOROX COMPANY**

**OFFICERS' CERTIFICATE PURSUANT TO THE INDENTURE**

October 9, 2007

Reference is made to the Indenture (the "Indenture"), dated as of October 9, 2007, between The Clorox Company, a Delaware corporation (the "Company"), and The Bank of New York Trust Company, N.A., as trustee (the "Trustee"), in connection with the issuance of \$350,000,000 of the Company's 5.45% Senior Notes due 2012 (the "2012 Notes") and \$400,000,000 of the Company's 5.95% Senior Notes due 2017 (the "2017 Notes" and, together with the 2012 Notes, the "Notes"). Unless otherwise defined herein, capitalized terms used in this certificate have the meaning assigned to them in the Indenture. This certificate is issued pursuant to Section 301 of the Indenture.

We, Charles R. Conradi and Laura Stein, the duly appointed Vice President - Treasurer and Senior Vice President and General Counsel, respectively, of the Company, HEREBY CERTIFY that:

1. We have read the provisions of the Indenture setting forth conditions precedent to authentication and delivery by the Trustee of the Notes and all definitions in the Indenture relating thereto;

2. We have examined: (i) the resolutions of the Board of Directors of the Company (the "Board") adopted on September 19, 2007; (ii) such agreements, certificates of public officials and certificates of officers or other representatives of the Company; and (iii) such other documents, certificates and corporate or other records as we have deemed necessary as a basis for the opinions hereinafter expressed;

3. In the opinion of each of the undersigned, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not the conditions referred to above have been complied with;

4. We are of the opinion that the conditions to be satisfied by the Company as set forth in the Indenture relating to the authentication and delivery of the Notes have been complied with; and

5. Pursuant to Section 301 of the Indenture, the terms and conditions of the Notes are established and approved to be the following:

a. Title :

"5.45% Senior Notes due 2012" and "5.95% Senior Notes due 2017."

b. Aggregate Principal Amount :

The Notes are not limited as to the aggregate principal amount of such series that the Company may issue. The 2012 Notes have an aggregate original principal amount of \$350,000,000. The 2017 Notes have an aggregate original principal amount of \$400,000,000. The Company may create and issue additional securities having the same terms and conditions as the Notes in all respects, except for issue date, issue price and, if applicable, the first payment of interest on such additional securities. Additional securities issued in this manner will be consolidated with and will form a single series with the Notes.

c. Form of Security :

The 2012 Notes will be issued in global form, with the form of the Note attached hereto as Exhibit A. The 2017 Notes will be issued in global form, with the form of the Note attached hereto as Exhibit B.

d. Principal Repayment Date :

The 2012 Notes will mature on October 15, 2012. The 2017 Notes will mature on October 15, 2017.

e. Interest :

Interest on the 2012 Notes shall be paid at the rate of 5.45% per annum. Interest on the 2017 Notes shall be paid at the rate of 5.95% per annum. Interest on each series of the Notes shall accrue from October 9, 2007 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on April 15 and October 15 in each year, commencing April 15, 2008. The Regular Record Dates shall be April 1 and October 1.

f. Place of Payment of Interest and Principal :

The Corporate Trust Office of the Trustee.

g. Redemption Provisions :

The redemption provisions of Article 11 of the Indenture, including, without limitation, Section 1108(b), are applicable to the Notes, with the number of basis points to be added to the applicable Treasury Yield in determining the discount rate in Section 1108(b) equal to 20 basis points for the 2012 Notes and 25 basis points for the 2017 Notes.

h. Sinking Fund Obligations :

The Notes shall not contain any Sinking Fund provisions and Article 12 of the Indenture is inapplicable to the Notes.

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i. Denominations :

\$2,000 and integral multiples of \$1,000 in excess thereof.

j. Additional Principal Payable Upon an Event of Default :

Not applicable.

k. Inapplicability of, or Additional, Events of Default :

Not applicable.

l. Trustee Other than The Bank of New York Trust Company, N.A. :

Not applicable.

m. Payment of Principal and Interest in Non-U.S. Dollar Currencies :

Not applicable.

n. Payment of Principal and Interest in Non-U.S. Dollar Currencies at Election of the Company :

Not applicable.

o. Currency Determination Agent :

Not applicable.

p. Satisfaction and Discharge Provisions Other Than as Set Forth in the Indenture :

Not applicable.

q. Date of Global Securities if Other Than Original Issuance Date :

Not applicable.

r. Guarantees :

Not applicable.

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s. Other Terms :

Section 1004 contained in the Indenture shall not apply to the Notes and shall be replaced by the following:

Section 1004. *Offer to Repurchase Upon Change of Control Triggering Event.*

(A) Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its right to redeem the Securities of such series pursuant to Section 1108, each Holder will have the right to require the Company to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of each Holder's Securities pursuant to the offer described below (the "Change of Control Offer") at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase (the "Change of Control Payment"). Within 30 days following any Change of Control Triggering Event, the Company shall mail a notice to each Holder (with a written copy of such notice to the Trustee) describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Securities on the date specified in the notice, which date will be no later than 30 days and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date"), pursuant to the procedures required herein and described in such notice. The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Securities as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 1004(A), the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 1004 by virtue of such conflicts.

(B) On the Change of Control Payment Date, the Company shall, to the extent lawful, (i) accept for payment all the Securities or portions thereof properly tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all the Securities of such series or portions thereof properly tendered and (iii) deliver or cause to be delivered for cancellation to the Trustee the Securities properly accepted together with an Officers' Certificate stating the aggregate principal amount of the Securities or portions thereof being purchased by the Company. The Paying Agent shall promptly mail to each Holder of the Securities properly tendered the Change of Control Payment for such Securities, and the Trustee, upon receipt of a Company Request, shall promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Security of such series equal in principal amount to any unpurchased portion of the Securities surrendered by such Holder, if any; in denominations as set forth in the Indenture.

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The following definitions shall be included in the Indenture with respect to the Notes:

"*Below Investment Grade Rating Event*" means the Securities of a series are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Securities of such series is under publicly announced consideration for possible downgrade by any of the Rating Agencies); *provided*, that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"*Change of Control*" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries taken as a whole to any "person" (as that term is used in Section 13 (d)(3) of the Exchange Act) other than the Company or one of its Subsidiaries; (2) the adoption of a plan relating to the liquidation or dissolution of the Company; (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined above), becomes the beneficial owner, directly or indirectly, of more than 50% of the Company's Voting Stock; or (4) the first day on which a majority of the members of the Company's Board of Directors are not Continuing Directors.

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"*Change of Control Triggering Event*" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"*Moody's*" means Moody's Investors Service, Inc.

“*Rating Agencies*” means (1) each of Moody’s and S&P; and (2) if either of Moody’s or S&P ceases to rate the Securities of such series or fails to make a rating of the Securities of such series publicly available for reasons outside of the Company’s control, a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act selected by the Company (as certified by a Board Resolution) as a replacement agency for Moody’s or S&P, or both, as the case may be.

“*S&P*” means Standard & Poor’s Ratings Services, a division of The McGraw Hill Companies, Inc.

The first sentence of Section 403 contained in the Indenture shall not apply to the Notes and shall be replaced by the following:

Upon the Company’s exercise under Section 401 of the option applicable to this Section 403, the Company shall be released from any obligations under the covenants contained in Sections 801, 1004, 1007, 1008 and 1009 hereof (and any other covenant in addition to those set forth herein applicable to the Securities of any series pursuant to Section 301 hereof specified to be released as provided under this Section 403) with respect to the Outstanding Securities of the particular series, along with any additional covenants contained in such Security or any supplemental Indenture in connection therewith, on and after the date the conditions set forth below in Section 404 are satisfied (hereinafter, “Covenant defeasance”), and the Securities of that series shall thereafter be deemed not “Outstanding” for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed “Outstanding” for all other purposes hereunder (it being understood that such Securities shall not be deemed outstanding for accounting purposes).

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The first sentence of Section 406 contained in the Indenture shall not apply to the Notes and shall be replaced by the following:

Notwithstanding the satisfaction and discharge of this Indenture and of the Securities of a particular series referred to in Sections 401, 402, 404, or 405, the respective obligations of the Company and the Trustee for the Securities of a particular series under Sections 303, 304, 305, 309, 407, 408, 409, 410, and 508, Article Six, and Sections 701, 702, 1002, 1003, 1004 and 1006, shall survive with respect to the Securities of that series until the Securities of that series are no longer outstanding, and thereafter the obligations of the Company and the Trustee for the Securities of a particular series with respect to that series under Sections 407, 408, 409, and 410 shall survive.

*[Signatures on following page]*

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IN WITNESS WHEREOF, the undersigned have executed this certificate as of the date first written above.

By: /s/ Charles R. Conradi  
Name: Charles R. Conradi  
Title: Vice President - Treasurer

By: /s/ Laura Stein  
Name: Laura Stein  
Title: Senior Vice President and General Counsel

**EXHIBIT A**

**FORM OF 2012 NOTE**

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**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 THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR THE SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TRUST COMPANY (THE “DEPOSITARY”) TO A NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.**

**UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), 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.**

**THE CLOROX COMPANY**

**5.45% Senior Notes due 2012**

**No. 1**

**CUSIP NO. 189054 AP4**

**ISIN NO. US189054 AP49**

**\$350,000,000**

**as revised by “Exchanges of Interests  
in the Global Security,” attached hereto**

The Clorox Company, a corporation duly organized and existing under the laws of the State of Delaware (herein called the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of THREE HUNDRED FIFTY MILLION DOLLARS (\$350,000,000), or such greater or lesser amount set forth on “Exchanges of Interests in the Global Security,” attached hereto, on October 15, 2012 and to pay interest thereon from October 9, 2007 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on April 15 and October 15 in each year, commencing April 15, 2008, at the rate of 5.45% per annum, until the principal hereof is paid or made available for payment; *provided* that any principal and any such installment of interest that is overdue shall bear interest at the rate of 5.45% per annum (to the extent that payment of such interest shall be legally enforceable) from the dates such amounts are due until they are paid or made available for payment. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The interest so payable, and punctually paid or duly provided for (except for Defaulted Interest), on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record

Date for such interest, which shall be April 1 or October 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date even if the Securities are cancelled, repurchased or redeemed after the Regular Record Date and on or before the Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payments in respect of the Securities represented by a Global Security (including principal, premium, if any, and interest) will be made by the transfer of immediately available funds to the accounts specified by DTC or any successor depository.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

*[Signatures on the following page]*

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

In Witness Whereof, the Company has caused this instrument to be duly executed.

Dated: October 9, 2007

THE CLOROX COMPANY

By: \_\_\_\_\_  
Name:  
Title:

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

Dated: October 9, 2007

THE BANK OF NEW YORK TRUST COMPANY, N.A.,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

**(Form of Reverse of Security)**

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued under an Indenture, dated as of October 9, 2007 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Trust Company, N.A., as trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture and all indentures supplemental thereto for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms

upon which the Securities are, and are to be, authenticated and delivered.

The Securities are subject to redemption prior to the Stated Maturity upon not less than 30 nor more than 60 days' notice by mail, at any time, as a whole or from time to time, in part, at the election of the Company, at a Redemption Price equal to the greater of (1) 100% of the principal amount of the Securities to be redeemed or (2) the sum of the present values of the remaining scheduled payments on the Securities to be redeemed consisting of principal and interest, exclusive of interest accrued to the Redemption Date, discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Yield plus 20 basis points, plus accrued and unpaid interest to the Redemption Date; provided, that interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities of record at the close of business on the relevant Regular Record Dates referred to on the face hereof, all as provided in the Indenture.

Upon the occurrence of a Change of Control Triggering Event, each Holder of the Securities will have the right to require the Company to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of such Holder's Securities pursuant to a Change of Control Offer provided for in the Indenture (pursuant to an Officers' Certificate under the Indenture dated October 9, 2007) at an offer price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, thereon, to the Change of Control Payment Date. Within 30 days following any Change of Control Triggering Event, the Company shall mail to each Holder a notice setting forth the procedures governing such Change of Control Offer as required by the Indenture.

In the event of redemption or repurchase of this Security in part only, a new Security or Securities of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

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

If an Event of Default with respect to the Securities shall occur and be continuing, the principal of the Securities may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification or waiver of the rights and obligations of the Company and the rights of the Holders of the Securities to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding to be affected. The Indenture also contains provisions permitting the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all of the Securities, to waive compliance with certain provisions of the Indenture and certain past Defaults (other than with respect to nonpayment or in respect of a provision that cannot be amended without the written consent of each Holder affected) under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

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As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities, the Holders of not less than 25% in aggregate principal amount of the Securities at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee satisfactory indemnity, and the Trustee shall not have received from the Holders of a majority in aggregate principal amount of the Securities at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

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

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon one or more new Securities of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities are issuable only in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Securities are exchangeable for a like aggregate principal

amount of the Securities of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Indenture and the Securities shall be governed by, and construed in accordance with, the laws of the State of New York.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

**ASSIGNMENT FORM**

To assign this Security, fill in the form below and have your signature guaranteed: (I) or (we) assign and transfer this Note to

\_\_\_\_\_  
(Insert assignee's soc. sec. or tax I.D. no.)

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

and irrevocably appoint \_\_\_\_\_ agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

Date: \_\_\_\_\_

Your Name: \_\_\_\_\_

(Print your name exactly as it appears on the face of this Note)

Your Signature: \_\_\_\_\_

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

Signature Guarantee \* : \_\_\_\_\_

\* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

**OPTION OF HOLDER TO ELECT PURCHASE**

If you want to elect to have this Security purchased by the Company pursuant to Section 1004 of the Indenture, check the box below:

[ ] Section 1004

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 1004 of the Indenture, state the amount you elect to have purchased:

\$ \_\_\_\_\_

Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_

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

Tax Identification No: \_\_\_\_\_

Signature Guarantee\*:

\_\_\_\_\_

(\*Participant in a Recognized Signature  
Guarantee Medallion Program)

**EXCHANGES OF INTERESTS IN THE GLOBAL SECURITY**

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

<b>Date of Exchange</b>	<b>Amount of decrease in Principal Amount of this Global Security</b>	<b>Amount of increase in Principal Amount of this Global Security</b>	<b>Principal Amount of this Global Security following such decrease (or increase)</b>	<b>Signature of authorized signatory of Trustee or Security Custodian</b>
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**EXHIBIT B**

**FORM OF 2017 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 THEREOF. UNLESS AND UNTIL IT IS**

**EXCHANGED IN WHOLE OR IN PART FOR THE SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TRUST COMPANY (THE "DEPOSITORY") TO A NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY.**

**UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), 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.**

**THE CLOROX COMPANY**

**5.95% Senior Notes due 2017**

**No. 1**

**CUSIP NO. 189054 AN9  
ISIN NO. US189054 AN90**

**\$400,000,000  
as revised by "Exchanges of Interests  
in the Global Security," attached hereto**

The Clorox Company, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of FOUR HUNDRED MILLION DOLLARS (\$400,000,000), or such greater or lesser amount set forth on "Exchanges of Interests in the Global Security," attached hereto, on October 15, 2017 and to pay interest thereon from October 9, 2007 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on April 15 and October 15 in each year, commencing April 15, 2008, at the rate of 5.95% per annum, until the principal hereof is paid or made available for payment; *provided* that any principal and any such installment of interest that is overdue shall bear interest at the rate of 5.95% per annum (to the extent that payment of such interest shall be legally enforceable) from the dates such amounts are due until they are paid or made available for payment. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The interest so payable, and punctually paid or duly provided for (except for Defaulted Interest), on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be April 1 or October 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date even if the Securities are cancelled, repurchased or redeemed after the Regular Record Date and on or before the Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

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Payments in respect of the Securities represented by a Global Security (including principal, premium, if any, and interest) will be made by the transfer of immediately available funds to the accounts specified by DTC or any successor depository.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

*[Signatures on the following page]*

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Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

In Witness Whereof, the Company has caused this instrument to be duly executed.

Dated: October 9, 2007

THE CLOROX COMPANY

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

Dated: October 9, 2007

THE BANK OF NEW YORK TRUST COMPANY, N.A.,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

**(Form of Reverse of Security)**

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued under an Indenture, dated as of October 9, 2007 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Trust Company, N.A., as trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture and all indentures supplemental thereto for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered.

The Securities are subject to redemption prior to the Stated Maturity upon not less than 30 nor more than 60 days' notice by mail, at any time, as a whole or from time to time, in part, at the election of the Company, at a Redemption Price equal to the greater of (1) 100% of the principal amount of the Securities to be redeemed or (2) the sum of the present values of the remaining scheduled payments on the Securities to be redeemed consisting of principal and interest, exclusive of interest accrued to the Redemption Date, discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Yield plus 25 basis points, plus accrued and unpaid interest to the Redemption Date; provided, that interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities of record at the close of business on the relevant Regular Record Dates referred to on the face hereof, all as provided in the Indenture.

Upon the occurrence of a Change of Control Triggering Event, each Holder of the Securities will have the right to require the Company to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of such Holder's Securities pursuant to a Change of Control Offer provided for in the Indenture (pursuant to an Officers' Certificate under the Indenture dated October 9, 2007) at an offer price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, thereon, to the Change of Control Payment Date. Within 30 days following any Change of Control Triggering Event, the Company shall mail to each Holder a notice setting forth the procedures governing such Change of Control Offer as required by the Indenture.

In the event of redemption or repurchase of this Security in part only, a new Security or Securities of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

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

If an Event of Default with respect to the Securities shall occur and be continuing, the principal of the Securities may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification or waiver of the rights and obligations of the Company and the rights of the Holders of the Securities to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding to be affected. The Indenture also contains provisions permitting the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all of the Securities, to waive compliance with certain provisions of the Indenture and certain past Defaults (other than with respect to nonpayment or in respect of a provision that cannot be amended without the written consent of each Holder affected) under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

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As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities, the Holders of not less than 25% in aggregate principal amount of the Securities at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee satisfactory indemnity, and the Trustee shall not have received from the Holders of a majority in aggregate principal amount of the Securities at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

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

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon one or more new Securities of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities are issuable only in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Securities are exchangeable for a like aggregate principal amount of the Securities of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Indenture and the Securities shall be governed by, and construed in accordance with, the laws of the State of New York.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

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### ASSIGNMENT FORM

To assign this Security, fill in the form below and have your signature guaranteed: (I) or (we) assign and transfer this Note to

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(Insert assignee's soc. sec. or tax I.D. no.)

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

and irrevocably appoint \_\_\_\_\_ agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

Date: \_\_\_\_\_

Your Name: \_\_\_\_\_

(Print your name exactly as it appears on the face of this Note)

Your Signature: \_\_\_\_\_

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

Signature Guarantee \* : \_\_\_\_\_

\_\_\_\_\_  
\* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

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### OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Security purchased by the Company pursuant to Section 1004 of the Indenture, check the box below:

Section 1004

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 1004 of the Indenture, state the amount you elect to have purchased:

\$ \_\_\_\_\_

Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_

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

Tax Identification No: \_\_\_\_\_

Signature Guarantee\*:  
\_\_\_\_\_

(\*Participant in a Recognized Signature Guarantee Medallion Program)

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## EXCHANGES OF INTERESTS IN THE GLOBAL SECURITY

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

<b>Date of Exchange</b>	<b>Amount of decrease in Principal Amount of this Global Security</b>	<b>Amount of increase in Principal Amount of this Global Security</b>	<b>Principal Amount of this Global Security following such decrease (or increase)</b>	<b>Signature of authorized signatory of Trustee or Security Custodian</b>
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**THE CLOROX COMPANY**

**OFFICERS' CERTIFICATE PURSUANT TO THE INDENTURE**

March 3, 2008

Reference is made to the Indenture (the "Indenture"), dated as of October 9, 2007, between The Clorox Company, a Delaware corporation (the "Company"), and The Bank of New York Trust Company, N.A., as trustee (the "Trustee"), in connection with the issuance of \$500,000,000 of the Company's 5.00% Senior Notes due 2013 (the "Notes"). Unless otherwise defined herein, capitalized terms used in this certificate have the meaning assigned to them in the Indenture. This certificate is issued pursuant to Section 301 of the Indenture.

We, Charles R. Conradi and Daniel J. Heinrich, the duly appointed Vice President - Treasurer and Senior Vice President and Chief Financial Officer, respectively, of the Company, HEREBY CERTIFY that:

1. We have read the provisions of the Indenture setting forth conditions precedent to authentication and delivery by the Trustee of the Notes and all definitions in the Indenture relating thereto;
2. We have examined: (i) the resolutions of the Board of Directors of the Company (the "Board") adopted on February 7, 2008; (ii) such agreements, certificates of public officials and certificates of officers or other representatives of the Company; and (iii) such other documents, certificates and corporate or other records as we have deemed necessary as a basis for the opinions hereinafter expressed;
3. In the opinion of each of the undersigned, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not the conditions referred to above have been complied with;
4. We are of the opinion that the conditions to be satisfied by the Company as set forth in the Indenture relating to the authentication and delivery of the Notes have been complied with; and
5. Pursuant to Section 301 of the Indenture, the terms and conditions of the Notes are established and approved to be the following:

a. Title :

"5.00% Senior Notes due 2013."

b. Aggregate Principal Amount :

The Notes are not limited as to the aggregate principal amount of such series that the Company may issue. The Notes have an aggregate original principal amount of \$500,000,000. The Company may create and issue additional securities having the same terms and conditions as the Notes in all respects, except for issue date, issue price and, if applicable, the first payment of interest on such additional securities. Additional securities issued in this manner will be consolidated with and will form a single series with the Notes.

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c. Form of Security :

The Notes will be issued in global form, with the form of the Note attached hereto as Exhibit A.

d. Principal Repayment Date :

The Notes will mature on March 1, 2013.

e. Interest :

Interest on the Notes shall be paid at the rate of 5.00% per annum. Interest on the Notes shall accrue from March 3, 2008 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on March 1 and September 1 in each year, commencing September 1, 2008. The Regular Record Dates shall be February 15 and August 15.

f. Place of Payment of Interest and Principal :

The Corporate Trust Office of the Trustee.

g. Redemption Provisions :

The redemption provisions of Article 11 of the Indenture, including, without limitation, Section 1108(b), are applicable to the Notes, with the number of basis points to be added to the applicable Treasury Yield in determining the discount rate in Section 1108(b) equal to 35 basis points.

h. Sinking Fund Obligations :

The Notes shall not contain any Sinking Fund provisions and Article 12 of the Indenture is inapplicable to the Notes.

i. Denominations :

\$2,000 and integral multiples of \$1,000 in excess thereof.

j. Additional Principal Payable Upon an Event of Default :

Not applicable.

k. Inapplicability of, or Additional, Events of Default :

Not applicable.

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l. Trustee Other than The Bank of New York Trust Company, N.A. :

Not applicable.

m. Payment of Principal and Interest in Non-U.S. Dollar Currencies :

Not applicable.

n. Payment of Principal and Interest in Non-U.S. Dollar Currencies at Election of the Company :

Not applicable.

o. Currency Determination Agent :

Not applicable.

p. Satisfaction and Discharge Provisions Other Than as Set Forth in the Indenture :

Not applicable.

q. Date of Global Securities if Other Than Original Issuance Date :

Not applicable.

r. Guarantees :

Not applicable.

s. Other Terms :

Section 1004 contained in the Indenture shall not apply to the Notes and shall be replaced by the following:

Section 1004. *Offer to Repurchase Upon Change of Control Triggering Event* .

(A) Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its right to redeem the Securities of such series pursuant to Section 1108, each Holder will have the right to require the Company to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of each Holder's Securities pursuant to the offer described below (the "Change of Control Offer") at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase (the "Change of Control Payment").

Within 30 days following any Change of Control Triggering Event, the Company shall mail a notice to each Holder (with a written copy of such notice to the Trustee) describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Securities on the date specified in the notice, which date will be no later than 30 days and no later than 60 days from the date such notice is mailed (the “Change of Control Payment Date”), pursuant to the procedures required herein and described in such notice. The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Securities as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 1004(A), the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 1004 by virtue of such conflicts.

(B) On the Change of Control Payment Date, the Company shall, to the extent lawful, (i) accept for payment all the Securities or portions thereof properly tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all the Securities of such series or portions thereof properly tendered and (iii) deliver or cause to be delivered for cancellation to the Trustee the Securities properly accepted together with an Officers’ Certificate stating the aggregate principal amount of the Securities or portions thereof being purchased by the Company. The Paying Agent shall promptly mail to each Holder of the Securities properly tendered the Change of Control Payment for such Securities, and the Trustee, upon receipt of a Company Request, shall promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Security of such series equal in principal amount to any unpurchased portion of the Securities surrendered by such Holder, if any; in denominations as set forth in the Indenture.

The following definitions shall be included in the Indenture with respect to the Notes:

“*Below Investment Grade Rating Event*” means the Securities of a series are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Securities of such series is under publicly announced consideration for possible downgrade by any of the Rating Agencies); *provided*, that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

“*Change of Control*” means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries taken as a whole to any “person” (as that term is used in Section 13(d)(3) of the Exchange Act) other than the Company or one of its Subsidiaries; (2) the adoption of a plan relating to the liquidation or dissolution of the Company; (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” (as defined above), becomes the beneficial owner, directly or indirectly, of more than 50% of the Company’s Voting Stock; or (4) the first day on which a majority of the members of the Company’s Board of Directors are not Continuing Directors.

“*Change of Control Triggering Event*” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“*Investment Grade Rating*” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P.

“*Moody’s*” means Moody’s Investors Service, Inc.

“*Rating Agencies*” means (1) each of Moody’s and S&P; and (2) if either of Moody’s or S&P ceases to rate the Securities of such series or fails to make a rating of the Securities of such series publicly available for reasons outside of the Company’s control, a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act selected by the Company (as certified by a Board Resolution) as a replacement agency for Moody’s or S&P, or

both, as the case may be.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw Hill Companies, Inc.

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The definitions of the following terms contained in the Indenture shall not apply to the Notes and shall be replaced by the following:

“*Comparable Treasury Price*” means, with respect to any redemption date:

- the average of the bid and the asked prices for the Comparable Treasury Issue, expressed as a percentage of its principal amount, at 4:00 p.m. on the third business day preceding that redemption date, as set forth on “Reuters Page USAUCTION10” or “Reuters Page USAUCTION11,” the successor to Telerate Page 500, or such other page as may replace Reuters Page USAUCTION10 or Reuters Page USAUCTION11; or
- if Reuters Page USAUCTION10 or Reuters Page USAUCTION11, or any successor page, is not displayed or does not contain bid and/or asked prices for the Comparable Treasury Issue at that time, the average of the Reference Treasury Dealer Quotations obtained by the Company for that redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Company is unable to obtain at least four such Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations obtained by the Company.

“*Independent Investment Banker*” means Citigroup Global Markets Inc., J.P. Morgan Securities Inc., or Wachovia Capital Markets, LLC, as selected by the Company or, if all such firms are unwilling or unable to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Company.

“*Reference Treasury Dealer*” means Citigroup Global Markets Inc., J.P. Morgan Securities Inc. and one other primary U.S. Government securities dealer in New York City (“Primary Treasury Dealer”) selected by Wachovia Capital Markets, LLC, and their respective successors; provided, however, that if any of the foregoing cease to be a Primary Treasury Dealer, the Company shall substitute therefore another Primary Treasury Dealer.

The first sentence of Section 403 contained in the Indenture shall not apply to the Notes and shall be replaced by the following:

Upon the Company’s exercise under Section 401 of the option applicable to this Section 403, the Company shall be released from any obligations under the covenants contained in Sections 801, 1004, 1007, 1008 and 1009 hereof (and any other covenant in addition to those set forth herein applicable to the Securities of any series pursuant to Section 301 hereof specified to be released as provided under this Section 403) with respect to the Outstanding Securities of the particular series, along with any additional covenants contained in such Security or any supplemental Indenture in connection therewith, on and after the date the conditions set forth below in Section 404 are satisfied (hereinafter, “Covenant defeasance”), and the Securities of that series shall thereafter be deemed not “Outstanding” for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed “Outstanding” for all other purposes hereunder (it being understood that such Securities shall not be deemed outstanding for accounting purposes).

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The first sentence of Section 406 contained in the Indenture shall not apply to the Notes and shall be replaced by the following:

Notwithstanding the satisfaction and discharge of this Indenture and of the Securities of a particular series referred to in Sections 401, 402, 404, or 405, the respective obligations of the Company and the Trustee for the Securities of a particular series under Sections 303, 304, 305, 309, 407, 408, 409, 410, and 508, Article Six, and Sections 701, 702, 1002, 1003, 1004 and 1006, shall survive with respect to the Securities of that series until the Securities of that series are no longer outstanding, and thereafter the obligations of the Company and the Trustee for the Securities of a particular series with respect to that series under Sections 407, 408, 409, and 410 shall survive.

*[Signatures on following page]*

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IN WITNESS WHEREOF, the undersigned have executed this certificate as of the date first written above.

By: /s/ Charles R. Conradi \_\_\_\_\_  
Name: Charles R. Conradi  
Title: Vice President—Treasurer

By: /s/ Daniel J. Heinrich \_\_\_\_\_  
Name: Daniel J. Heinrich  
Title: Senior Vice President & Chief Financial Officer

[Signature Page to Officers' Certificate – Indenture]

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**EXHIBIT A**

**FORM OF NOTE**

A-1

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**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 THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR THE SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TRUST COMPANY (THE “DEPOSITARY”) TO A NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.**

**UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), 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.**

**THE CLOROX COMPANY**

**5.00% Senior Notes due 2013**

**No. 1**

**CUSIP NO. 189054 AQ2  
ISIN NO. US189054AQ22**

**\$500,000,000  
as revised by “Exchanges of Interests  
in the Global Security,” attached hereto**

The Clorox Company, a corporation duly organized and existing under the laws of the State of Delaware (herein called the “Company,”

which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of FIVE HUNDRED MILLION DOLLARS (\$500,000,000), or such greater or lesser amount set forth on "Exchanges of Interests in the Global Security," attached hereto, on March 1, 2013 and to pay interest thereon from March 3, 2008 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on March 1 and September 1 in each year, commencing September 1, 2008, at the rate of 5.00% per annum, until the principal hereof is paid or made available for payment; *provided* that any principal and any such installment of interest that is overdue shall bear interest at the rate of 5.00% per annum (to the extent that payment of such interest shall be legally enforceable) from the dates such amounts are due until they are paid or made available for payment. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The interest so payable, and punctually paid or duly provided for (except for Defaulted Interest), on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be February 15 or August 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date even if the Securities are cancelled, repurchased or redeemed after the Regular Record Date and on or before the Interest Payment Date.

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Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payments in respect of the Securities represented by a Global Security (including principal, premium, if any, and interest) will be made by the transfer of immediately available funds to the accounts specified by DTC or any successor depository.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

*[Signatures on the following page]*

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Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

In Witness Whereof, the Company has caused this instrument to be duly executed.

Dated: March 3, 2008

THE CLOROX COMPANY

By: \_\_\_\_\_

Name: Charles R. Conradi

Title: Vice President – Treasurer

By: \_\_\_\_\_

Name: Daniel J. Heinrich

Title: Senior Vice President – Chief Financial Officer

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

Dated: March 3, 2008

THE BANK OF NEW YORK TRUST COMPANY, N.A.,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

A-4

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**(Form of Reverse of Security)**

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued under an Indenture, dated as of October 9, 2007 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Trust Company, N.A., as trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture and all indentures supplemental thereto for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered.

The Securities are subject to redemption prior to the Stated Maturity upon not less than 30 nor more than 60 days' notice by mail, at any time, as a whole or from time to time, in part, at the election of the Company, at a Redemption Price equal to the greater of (1) 100% of the principal amount of the Securities to be redeemed or (2) the sum of the present values of the remaining scheduled payments on the Securities to be redeemed consisting of principal and interest, exclusive of interest accrued to the Redemption Date, discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Yield plus 35 basis points, plus accrued and unpaid interest to the Redemption Date; provided, that interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities of record at the close of business on the relevant Regular Record Dates referred to on the face hereof, all as provided in the Indenture.

Upon the occurrence of a Change of Control Triggering Event, each Holder of the Securities will have the right to require the Company to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of such Holder's Securities pursuant to a Change of Control Offer provided for in the Indenture (pursuant to an Officers' Certificate under the Indenture dated March 3, 2008) at an offer price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, thereon, to the Change of Control Payment Date. Within 30 days following any Change of Control Triggering Event, the Company shall mail to each Holder a notice setting forth the procedures governing such Change of Control Offer as required by the Indenture.

In the event of redemption or repurchase of this Security in part only, a new Security or Securities of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

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

If an Event of Default with respect to the Securities shall occur and be continuing, the principal of the Securities may be declared due and payable in the manner and with the effect provided in the Indenture.

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The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification or waiver of the rights and obligations of the Company and the rights of the Holders of the Securities to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding to be affected. The Indenture also contains provisions permitting the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all of the Securities, to waive compliance with certain provisions of the Indenture and certain past Defaults (other than with respect to nonpayment or in respect of a provision that cannot be amended without the written consent of each Holder affected) under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities, the Holders of not less than 25% in aggregate principal amount of the Securities at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee satisfactory indemnity, and the Trustee shall not have received from the Holders of a majority in aggregate principal amount of the Securities at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall

not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

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

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon one or more new Securities of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities are issuable only in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Securities are exchangeable for a like aggregate principal amount of the Securities of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

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No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Indenture and the Securities shall be governed by, and construed in accordance with, the laws of the State of New York.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

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### ASSIGNMENT FORM

To assign this Security, fill in the form below and have your signature guaranteed: (I) or (we) assign and transfer this Note to

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(Insert assignee's soc. sec. or tax I.D. no.)

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

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and irrevocably appoint \_\_\_\_\_ agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

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Date: \_\_\_\_\_

Your Name: \_\_\_\_\_

(Print your name exactly as it appears on the face of this Note)

Your Signature: \_\_\_\_\_

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

Signature Guarantee \* : \_\_\_\_\_

\_\_\_\_\_

\* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

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**OPTION OF HOLDER TO ELECT PURCHASE**

If you want to elect to have this Security purchased by the Company pursuant to Section 1004 of the Indenture, check the box below:

Section 1004

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 1004 of the Indenture, state the amount you elect to have purchased:

\$ \_\_\_\_\_

Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_

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

Tax Identification No: \_\_\_\_\_

Signature Guarantee\*:

\_\_\_\_\_

(\*Participant in a Recognized Signature Guarantee Medallion Program)

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**EXCHANGES OF INTERESTS IN THE GLOBAL SECURITY**

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

<b>Date of Exchange</b>	<b>Amount of decrease in Principal Amount of this Global Security</b>	<b>Amount of increase in Principal Amount of this Global Security</b>	<b>Principal Amount of this Global Security following such decrease (or increase)</b>	<b>Signature of authorized signatory of Trustee or Security Custodian</b>



**THE CLOROX COMPANY**

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**FIRST SUPPLEMENTAL INDENTURE**

**Dated as of \_\_\_\_\_, 2009**

**with**

**WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee**

**To**

**INDENTURE**

**Dated as of October 9, 2007**

**with**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee**

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**Senior Debt Securities**

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**FIRST SUPPLEMENTAL INDENTURE**

FIRST SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of November \_\_, 2009, between The Clorox Company, a Delaware corporation (the "Issuer"), The Bank of New York Mellon Trust Company, N.A. ("BNYMTC"), a national banking association, and Wells Fargo Bank, National Association, a national banking association ("Wells Fargo Bank").

**WITNESSETH:**

WHEREAS, the Issuer and BNYMTC are parties to an Indenture dated as of October 9, 2007 (the "Indenture");

WHEREAS, Sections 101, 301, and 901 of the Indenture contemplate the designation of a Person other than BNYMTC to act as Trustee for one or more series of Securities under the Indenture;

WHEREAS, the Issuer, by action duly taken, has authorized the execution of this Supplemental Indenture and the designation of Wells Fargo Bank as a Trustee (in addition to, and not in place of BNYMTC) under the Indenture;

WHEREAS BNYMTC serves as Trustee with respect to the Company's 5.45% Senior Notes due 2012, 5.00% Senior Notes due 2013, and 5.95% Senior Notes due 2017 (the "Outstanding Series");

WHEREAS, in accordance with Sections 102 and 903 of the Indenture, the Issuer has delivered to BNYMTC and Wells Fargo Bank an Officers' Certificate and an Opinion of Counsel certifying that this Supplemental Indenture complies with applicable provisions of the Indenture and that all conditions precedent under the Indenture relating to the execution of this Supplemental Indenture have been complied with;

NOW THEREFORE, in consideration of the foregoing and the mutual premises and covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

- 1) **DEFINITIONS.** Capitalized terms used but not defined in this Supplemental Indenture shall have the specified meanings set forth in the Indenture.
- 2) **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE.** Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Securities (whether heretofore or hereafter authenticated and delivered) shall be bound hereby.
- 3) **TRUSTEES.** Wells Fargo Bank shall serve as Trustee, pursuant to the Indenture, as supplemented by this Supplemental Indenture, with respect to one or more series of the Securities upon its designation as such by the Issuer. BNYMTC shall serve as Trustee, pursuant to the Indenture, as supplemented by this Supplemental Indenture, with respect to the Outstanding Series and with respect to one or more series of Securities with respect to which it, at any time after the date hereof, is designated as such by the Issuer.

2

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- 4) **FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION.** Notwithstanding Section 202 of the Indenture, subject to Section 614 of the Indenture, the Certificate of Authentication on all of the Securities for which Wells Fargo Bank is designated as Trustee shall be in substantially the following form:

“This is one of the Securities of the series designated therein described in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee

By \_\_\_\_\_  
Authorized Signatory”

- 5) **AUTHENTICATING AGENTS.** If an appointment is made pursuant to Section 614 of the Indenture with respect to one or more series of the Securities for which Wells Fargo Bank is designated as Trustee, the Securities of such series may have endorsed thereon, in addition to the Trustee's certification of authentication, an alternate certificate of authentication in the following form:

“This is one of the Securities of the series designated therein described in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By \_\_\_\_\_  
As Authenticating Agent

By \_\_\_\_\_  
Authorized Signatory”

- 6) **SUPPLEMENTAL INDENTURES.** Notwithstanding anything to the contrary in the Indenture, any supplemental indenture being entered into to create a new series of Securities under the Indenture need only be signed by the Issuer and the Trustee of such series of Securities, and any supplemental indenture amending, modifying, waiving or otherwise making any change to the terms of any series of Securities need only be signed by the Issuer and the Trustee of the applicable series of Securities.
- 7) **GOVERNING LAW.** This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.
- 8) **CONFLICTS WITH TRUST INDENTURE ACT.** If any provision hereof limits, qualifies or conflicts with another provision hereof that is required to be included in this Supplemental Indenture by any provision of the Trust Indenture Act of 1939, as amended, such required provision shall control.

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- 9) **COUNTERPARTS.** This Supplemental Indenture may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.
  - 10) **EFFECT OF HEADINGS.** The section headings herein are for convenience only and shall not affect the construction hereof.

- 11) **SUCCESSORS AND ASSIGNS.** All covenants and agreements in this Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.
- 12) **SEPARABILITY CLAUSE.** In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 13) **BNYMTC.** BNYMTC shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained here. No duties, responsibilities or liabilities are assumed, or shall be construed to be assumed by BNYMTC by reason of this Supplemental Indenture or in connection with any series of Securities for which Wells Fargo Bank has been designated to act as Trustee or in connection with any related supplemental indenture between the Company and Wells Fargo Bank. This Supplemental Indenture is executed and accepted by BNYMTC, not in its individual capacity, but solely as Trustee under the Indenture and subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to BNYMTC, as Trustee, with respect hereto. In entering into this Supplemental Indenture, BNYMTC shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee.
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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first written above.

COMPANY :

THE CLOROX COMPANY

By: \_\_\_\_\_  
Name:  
Title:

TRUSTEE :

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee

By: \_\_\_\_\_  
Name:  
Title:

TRUSTEE :

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Name:  
Title:

**RATIO OF EARNINGS TO FIXED CHARGES**

The following table sets forth Clorox's ratio of earnings to fixed charges for the periods indicated:

(In millions, except ratios)	<b>Three Months Ended</b>		<b>Year Ended June 30</b>				
	<b>9/30/2009</b>	<b>9/30/2008</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>	<b>2006</b>	<b>2005</b>
Earnings from continuing operations before taxes	\$ 244	\$ 186	\$ 811	\$ 693	\$ 743	\$ 653	\$ 729
<b>Additions:</b>							
Amortization of capitalized interest	-	-	1	1	2	2	2
Dividends from investees	-	-	10	7	8	9	10
<b>Deductions:</b>							
Undistributed income of equity investees	(2)	(2)	(8)	(8)	(8)	(7)	(10)
Subtotal	242	184	814	693	745	657	731
Interest expense	36	42	161	168	113	127	79
Estimated portion of rental expense attributable to interest	-	-	5	5	4	4	4
Total fixed charges	36	42	166	173	117	131	83
Total earnings	<u>\$ 278</u>	<u>\$ 226</u>	<u>\$ 980</u>	<u>\$ 866</u>	<u>\$ 862</u>	<u>\$ 788</u>	<u>\$ 814</u>
Ratio of earnings to fixed charges	<u>8</u>	<u>5</u>	<u>6</u>	<u>5</u>	<u>7</u>	<u>6</u>	<u>10</u>

## SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## FORM T-1

STATEMENT OF ELIGIBILITY  
UNDER THE TRUST INDENTURE ACT OF 1939 OF A  
CORPORATION DESIGNATED TO ACT AS TRUSTEE CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)**WELLS FARGO BANK, NATIONAL ASSOCIATION**

(Exact name of trustee as specified in its charter)

**A National Banking Association**

(Jurisdiction of incorporation or organization if not a U.S. national bank)

**94-1347393**

(I.R.S. Employer Identification No.)

**101 North Phillips Avenue****Sioux Falls, South Dakota**

(Address of principal executive offices)

**57104**

(Zip code)

**Wells Fargo & Company  
Law Department, Trust Section  
MAC N9305-175****Sixth Street and Marquette Avenue, 17<sup>th</sup> Floor  
Minneapolis, Minnesota 55479  
(612) 667-4608**

(Name, address and telephone number of agent for service)

**THE CLOROX COMPANY**

(Exact name of obligor as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**31-0595760**

(I.R.S. Employer Identification No.)

**1221 Broadway****Oakland, California**

(Address of principal executive offices)

**94612-1888**

(Zip code)

**Debt Securities**

(Title of the indenture securities)

Item 1. General Information. Furnish the following information as to the trustee:

- (a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency  
Treasury Department  
Washington, D.C.

Federal Deposit Insurance Corporation  
Washington, D.C.

Federal Reserve Bank of San Francisco  
San Francisco, California 94120

- (b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor. If the obligor is an affiliate of the trustee, describe each such affiliation.

None with respect to the trustee.

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

Item 15. Foreign Trustee. Not applicable.

Item 16. List of Exhibits. List below all exhibits filed as a part of this Statement of Eligibility.

- Exhibit 1. A copy of the Articles of Association of the trustee now in effect.\*
- Exhibit 2. A copy of the Comptroller of the Currency Certificate of Corporate Existence and Fiduciary Powers for Wells Fargo Bank, National Association, dated February 4, 2004.\*\*
- Exhibit 3. See Exhibit 2
- Exhibit 4. Copy of By-laws of the trustee as now in effect.\*\*\*
- Exhibit 5. Not applicable.
- Exhibit 6. The consent of the trustee required by Section 321(b) of the Act.
- Exhibit 7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
- Exhibit 8. Not applicable.
- Exhibit 9. Not applicable.

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\* Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit 25 to the Form S-4 dated December 30, 2005 of file number 333-130784-06.

\*\* Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit 25 to the Form T-3 dated March 3, 2004 of file number 022-28721.

\*\*\* Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit 25 to the Form S-4 dated May 26, 2005 of file number 333-125274.

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SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wells Fargo Bank, National Association, a national

banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Los Angeles and State of California on the 29th day of October, 2009.

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ Maddy Hall

Maddy Hall  
Vice President

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EXHIBIT 6

October 29, 2009

Securities and Exchange Commission  
Washington, D.C. 20549

Gentlemen:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination of the undersigned made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ Maddy Hall

Maddy Hall  
Vice President

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EXHIBIT 7

Consolidated Report of Condition of

Wells Fargo Bank National Association  
of 101 North Phillips Avenue, Sioux Falls, SD 57104  
And Foreign and Domestic Subsidiaries,  
at the close of business June 30, 2009, filed in accordance with 12 U.S.C. §161 for National Banks.

	Dollar Amounts In Millions
<b>ASSETS</b>	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	\$ 11,493
Interest-bearing balances	1,906
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	104,426
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	255

Securities purchased under agreements to resell	1,553
Loans and lease financing receivables:	
Loans and leases held for sale	32,219
Loans and leases, net of unearned income	328,138
LESS: Allowance for loan and lease losses	9,887
Loans and leases, net of unearned income and allowance	318,251
Trading Assets	9,021
Premises and fixed assets (including capitalized leases)	4,256
Other real estate owned	1,398
Investments in unconsolidated subsidiaries and associated companies	428
Direct and indirect investments in real estate ventures	62
Intangible assets	
Goodwill	11,487
Other intangible assets	16,326
Other assets	26,540
Total assets	<u>\$ 539,621</u>

## LIABILITIES

Deposits:	
In domestic offices	\$ 325,417
Noninterest-bearing	80,231
Interest-bearing	245,186
In foreign offices, Edge and Agreement subsidiaries, and IBFs	77,411
Noninterest-bearing	1,201
Interest-bearing	76,210
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	10,243
Securities sold under agreements to repurchase	4,293

	Dollar Amounts
	In Millions
Trading liabilities	5,930
Other borrowed money	
(includes mortgage indebtedness and obligations under capitalized leases)	23,653
Subordinated notes and debentures	15,714
Other liabilities	27,200
Total liabilities	<u>\$ 489,861</u>

## EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	520
Surplus (exclude all surplus related to preferred stock)	30,594
Retained earnings	19,594
Accumulated other comprehensive income	(1,133)
Other equity capital components	0
Total bank equity capital	49,575
Noncontrolling (minority) interests in consolidated subsidiaries	185
Total equity capital	<u>49,760</u>
Total liabilities, and equity capital	<u>\$ 539,621</u>

I, Howard I. Atkins, EVP & CFO of the above-named bank do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

Howard I. Atkins  
EVP & CFO

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

John Stumpf  
Carrie Tolstedt  
Michael Loughlin

Directors

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