

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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V F CORP /PA/

CIK: **103379** | IRS No.: **231180120** | State of Incorpor.: **PA** | Fiscal Year End: **0103**
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SIC: **2320** Men's & boys' furnishgs, work clothg, & allied garments

Mailing Address
P O BOX 1022
READING PA 19603

Business Address
1047 N PARK RD
WYOMISSING PA 19610
2153781151

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): April 6, 1994

V.F. CORPORATION

(Exact name of registrant as specified in charter)

Pennsylvania

(State or other
jurisdiction of
incorporation)

1-5256

(Commission File
Number)

23-1180120

(IRS Employer
I.D. No.)

1047 North Park Road, Wyomissing, PA 19610

(Address of principal executive offices)

Registrant's telephone number, including area code: (610) 378-1151

N/A

(Former name or former address, if changed since last report)

Item 5. Other Events.

With reference to the Registrant's Registration Statement No. 33-47329, which was filed with the Securities and Exchange Commission on April 21, 1992 pursuant to the Securities Act of 1933 (the "1933 Act") and Rule 415 thereunder and which was declared effective on April 28, 1992, the Registrant entered into an Underwriting Agreement dated April 30, 1992, with Goldman, Sachs & Co. and Pricing Agreement with Goldman, Sachs & Co. dated April 6, 1994 in regard to the Registrant's proposal to offer, sell and issue the 7.60% Notes due April 1, 2004 (the "Notes"), in an aggregate principal amount of \$100,000,000. The Notes to be offered, sold and issued pursuant to the Underwriting and Pricing Agreements constitute the remainder of the debt securities covered by the aforesaid Registration Statement.

Item 7. Financial Statements and Exhibits.

(c) Exhibits.

- 1 Pricing Agreement dated April 6, 1994 among the Company, J.P. Morgan and Goldman, Sachs & Co.
- 4.1 Second Supplemental Indenture dated as of April 1, 1994 between the Company and the United States Trust Company of New York, as Trustee
- 4.2 Form of 7.60% Notes due April 1, 2004
- 12.1 Computation of ratio of earnings to fixed charges for V.F. Corporation.
- 12.2 Computation of ratio of earnings to fixed charges and preferred stock dividends for V.F. Corporation

SIGNATURE

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

April 6, 1994

V.F. CORPORATION

By: /S/ Gerard G. Johnson

Gerard G. Johnson
Vice President - Finance and
Chief Financial Officer

Pricing Agreement

Goldman, Sachs & Co.,
J.P. Morgan Securities Inc.
c/o Goldman, Sachs & Co.
85 Broad Street,
New York, New York 10004.

April 6, 1994

Dear Sirs:

V.F. Corporation, a Pennsylvania corporation (the "Company"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, dated April 30, 1992 (the "Underwriting Agreement"), to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") the Securities specified in Schedule II hereto (the "Designated Securities"). Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty which refers to the Prospectus in Section 2 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Prospectus (as therein defined), and also a representation and warranty as of the date of this Pricing Agreement in relation to the Prospectus as amended or supplemented relating to the Designated Securities which are the subject of this Pricing Agreement. Each reference to the Representatives herein and in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined. The Representatives designated to act on behalf of the Representatives and on behalf of each of the Underwriters of the Designated Securities pursuant to Section 12 of the Underwriting Agreement and the address of the Representatives referred to in such Section 12 are set forth at the end of Schedule II hereto.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating

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to the Designated Securities, in the form heretofore delivered to you is now proposed to be filed with the Commission.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto.

If the foregoing is in accordance with your understanding, please sign and return to us five counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is or will be pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination, upon request, but without warranty on the part of the Representatives as to the authority of the signers thereof.

Very truly yours,

V.F. CORPORATION

By:

Name:

Title:

Accepted as of the date hereof:

(Goldman, Sachs & Co.)

On behalf of themselves and J.P. Morgan Securities Inc.

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SCHEDULE I

<TABLE>
<CAPTION>

Underwriter -----	Principal Amount of Designated Securities to be Purchased -----
<S>	<C>
Goldman, Sachs & Co.	\$ 50,000,000
J.P. Morgan Securities Inc	50,000,000 -----
Total	\$100,000,000

</TABLE>

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SCHEDULE II

Title of Designated Securities:

7.60% Notes due April 1, 2004

Aggregate principal amount:

\$100,000,000

Price to Public:

99.857% of the principal amount of the Designated Securities, plus accrued interest from April 1, 1994.

Purchase Price by Underwriters:

99.207% of the principal amount of the Designated Securities, plus accrued interest from April 1, 1994.

Manner of payment and Specified Funds of purchase price:

Wire transfer of immediately available funds.

Indenture:

Indenture, dated as of January 1, 1987, between the Company and Morgan Guaranty Trust Company of New York, as Trustee, as supplemented by a First Supplemental Indenture, dated as of September 1, 1989, among the Company, Morgan Guaranty Trust Company of New York, as retiring Trustee, and United States Trust Company of New York, as successor Trustee.

Maturity:

April 1, 2004

Interest Rate:

7.60% per annum payable semi-annually

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Interest Payment Dates:

April 1 and October 1,
commencing October 1, 1994

Redemption Provisions:

The Notes may not be redeemed prior to April 1, 2001. On or after such date, the Notes may be redeemed at the option of the Company, at any time as a whole, or from time to time in part, on not less than 30 nor more than 60 days notice, at 100% of the principal amount thereof, in each case plus accrued and unpaid interest (if any) to the date of redemption.

Sinking Fund Provisions:

No sinking fund provisions.

Defeasance Provisions:

Sections 1302 and 1303 of the Indenture shall apply to the Notes.

Time of Delivery:

9:30 a.m., April 13, 1994

Closing Location:

Sullivan & Cromwell
125 Broad Street
New York, NY 10004

Names and addresses of Representatives:

Designated Representatives:

Goldman, Sachs & Co.
J.P. Morgan Securities Inc.

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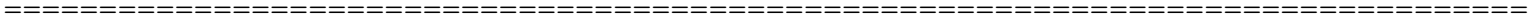
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Address for Notices, etc.:

c/o Goldman, Sachs & Co.
85 Broad Street
New York, NY 10004

Other Terms:

N/A



V.F. CORPORATION

UNITED STATES TRUST COMPANY
OF NEW YORK

as Trustee

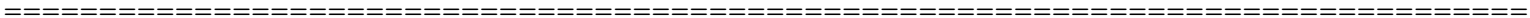


Second Supplemental Indenture

Dated as of April 1, 1994

To the Indenture

Dated as of January 1, 1987



SECOND SUPPLEMENTAL INDENTURE, dated as of April 1, 1994, between V.F. CORPORATION, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania (the "Company"), having its principal offices at 1047 North Park Road, Wyomissing, Pennsylvania 19610, and UNITED STATES TRUST COMPANY OF NEW YORK, a banking corporation duly organized and existing under the laws of the State of New York, as Trustee (the "Trustee").

WHEREAS, the Company has heretofore executed and delivered to MORGAN GUARANTY TRUST COMPANY OF NEW YORK (the "Retired Trustee") an Indenture, dated as of January 1, 1987 between the Company and the Retired Trustee, as supplemented by the First Supplemental Indenture, dated as of September 1, 1989, among the Company, the Retired Trustee and the Trustee (collectively, the "Indenture"), providing for the issuance from time to time of its unsecured debentures, notes and other evidences of indebtedness (herein and therein called the "Securities"), to be issued in one or more series as in the Indenture provided;

WHEREAS, Sections 901(5) and 901(9) of the Indenture provide, among other things, that the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into an indenture supplemental to the Indenture (a) for the purpose of changing or eliminating any provision of the Indenture, provided that such change or elimination shall not be effective as to any Security Outstanding of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision, and (b) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture; provided such action shall not adversely affect the interests of the Holders of Securities of any series in any material respect;

WHEREAS, the Company pursuant to the foregoing authority, proposes in and by this Second Supplemental Indenture to amend the Indenture in certain respects with respect to the Securities of any series created on or after the date hereof; and

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

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AGREEMENT

NOW, THEREFORE, the Company and the Trustee hereby agree as follows:

1. The definition of "Depository" is hereby added to Section 101 of the Indenture to read in its entirety as follows:

"'Depository' means, with respect to the Securities of any series issuable or issued in whole or in part in the form of one or more permanent global Securities, the person designated as Depository by the Company pursuant to Section 301, which must be a clearing agency registered under the Securities Exchange Act of 1934, as amended, and if at any time there is more than one such Person, 'Depository' as used with respect to the Securities of any such series shall mean the Depository with respect to the Securities of that series."

2. A new Section 205 is hereby inserted into the Indenture to read in its entirety as follows:

"SECTION 205. Securities in Permanent Global Form.

If the Company shall establish pursuant to Section 301 that

the Securities of a series are to be issued in whole or in part in permanent global form, then notwithstanding Section 301(8) and the provisions of Section 302, any such Security shall represent such of the Outstanding Securities of such series as shall be specified therein and may provide that it shall represent the aggregate amount of Outstanding Securities from time to time endorsed thereon and that the aggregate amount of Outstanding Securities represented thereby may from time to time be reduced to reflect exchanges. Any endorsement of a Security in permanent global form to reflect the amount, or any increase or decrease in the amount, of Outstanding Securities represented thereby shall be made by the Trustee or the Security Registrar in such manner and upon instructions given by such Person or Persons as shall be specified in such Security in permanent global form or in the Company Order to be delivered to the Trustee pursuant to Section 303 or Section 304. Subject to the provisions of Section 303 and, if applicable, Section 304, the Trustee or the Security Registrar shall deliver and redeliver any Security in

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permanent global form in the manner and upon instructions given by the Person or Persons specified in such Security or in the applicable Company Order. If a Company Order pursuant to Section 303 or 304 has been, or simultaneously is, delivered, any instructions by the Company with respect to endorsement or delivery or redelivery of a global Security shall be in writing but need not comply with Section 102 and need not be accompanied by an Officer's Certificate or an Opinion of Counsel, provided that the permanent global Security to be endorsed, delivered or redelivered has previously been covered by an Opinion of Counsel.

The provisions of the last sentence of Section 303 shall only apply to any Security represented by a Security in permanent global form if such Security was never issued and sold by the Company and the Company delivers to the Trustee or the Security Registrar the Security in permanent global form together with written instructions (which need not comply with Section 102 and need not be accompanied by an Officer's Certificate or an Opinion of Counsel) with regard to the reduction in the principal amount of Securities represented thereby, together with the written statement contemplated by the last sentence of Section 303.

Except as provided in the Indenture and in any permanent global Security, owners of beneficial interests in any permanent global Security will not be entitled to have Securities registered in their names, will not receive or be entitled to physical delivery of

Securities in definitive registered form and will not be considered the Holders thereof for any purpose under the Indenture. None of the Company, the Trustee, any Paying Agent nor the Securities Registrar shall have any responsibility or liability for any aspect of records relating to or payments made on account of beneficial ownership interests in any permanent global Security, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests."

3. Section 301 of the Indenture is hereby amended by:

(i) deleting paragraph two thereof and adding the following paragraph in lieu thereof:

"The Securities may be issued in one or more series. There shall be established in or pursuant to a Board Resolution and, subject to Section 303,

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set forth, or determined in the manner provided, in an Officer's Certificate, or established in one or more indentures supplemental hereto, prior to the issuance of Securities of any series,";

(ii) adding the following to the end of the parenthetical phrase in clause (2):

"and except for any Securities which, pursuant to Section 303 of the Indenture, shall have not been issued and sold by the Company and are therefore deemed never to have been authenticated and delivered hereunder";

(iii) adding the following to the beginning of clause (4):

"the Person to whom any interest on any Security of the series shall be payable if other than as set forth in Section 307,";

(iv) renumbering clauses (11) through (13) as clauses (12) through (14);

(v) adding the following as clause (11):

"(11) whether the Securities of the series are to be issuable in whole or in part in permanent global form, without

coupons, and, if so, (i) the circumstances under which beneficial owners of interests in such permanent global Security or Securities may exchange such interests for Securities of such series and of like interest rate and maturity and principal amount in definitive registered form and authorized denominations, if other than as set forth in Section 305, and (ii) the Depositary with respect to any such permanent global Security or Securities;" and

(vi) deleting the penultimate paragraph thereof and adding the following paragraph in lieu thereof:

"All Securities of any one series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to the Board Resolution referred to above and (subject to Section 303) set forth in the Officer's Certificate referred to above or in any such indenture supplemental hereto."

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4. Section 302 of the Indenture is hereby amended to read in its entirety as follows:

"The Securities of each series shall be issuable in registered form without coupons and, except for any Security issuable in permanent global form, in such denominations as shall be specified in accordance with Section 301. In the absence of such provisions with respect to the Securities of any series, the Securities of such series, other than a Security issuable in permanent global form, shall be issuable in denominations of \$1,000 and any integral multiple thereof."

5. Section 303 of the Indenture is hereby amended by:

(i) adding the following paragraph immediately before the penultimate paragraph:

"Notwithstanding the provisions of Section 301 and of the preceding paragraph, if all Securities of a series are not to be originally issued at one time, it shall not be necessary to deliver the Officer's Certificate otherwise required pursuant to Section 301 or the Company Order and Opinion of Counsel otherwise required pursuant to such preceding paragraph at or prior to the time of authentication of each Security of such series if such documents are delivered at or

prior to the time of authentication upon original issuance of the first Security of such series to be issued"; and

(ii) adding the following at the end of the last paragraph:

"Notwithstanding the foregoing and subject, in the case of a Security in permanent global form, to Section 205, if any Security shall have been authenticated and delivered hereunder but never issued and sold by the Company, and the Company shall deliver such Security to the Trustee for cancellation as provided in Section 309 together with a written statement (which need not comply with Section 102 and need not be accompanied by an Opinion of Counsel) directing such cancellation and stating that such Security has never been issued and sold by the Company, for all purposes of this Indenture such Security shall be deemed never to have been authenticated and

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delivered hereunder and shall never be entitled to the benefits of this Indenture."

6. Section 305 of the Indenture is hereby amended by adding the following paragraph to the end thereof:

"Notwithstanding the foregoing, except as otherwise specified as contemplated by Section 301, any permanent global Security shall be exchangeable pursuant to this Section only as provided in this paragraph. The beneficial owners of interests in a permanent global Security are entitled to the exchange of such interests for Securities of such series and of like interest rate and maturity and principal amount in definitive registered form and authorized denomination, as specified by Section 301, if (a) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for such permanent global Security or if at any time the Depositary ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, (b) if the Company in its sole discretion determines that such permanent global Security shall be exchangeable for definitive registered Securities and executes and delivers to the Security Registrar a Company Order providing that such permanent global Security shall be so exchangeable, or (c) any event shall have occurred and be continuing which, after

notice or lapse of time, or both, would become an Event of Default with respect to the securities of the series of which such permanent global Security is a part. Without unnecessary delay but in any event not later than the earliest date on which such interests may be so exchanged, the Company shall deliver to the Trustee or the Security Registrar definitive registered Securities, executed by the Company, of that series in aggregate principal amount equal to the principal amount of such permanent global Security to be exchanged. On or after the earliest date on which such interests may be so exchanged, in accordance with instructions given by the Company to the Trustee, the Security Registrar and the Depositary (which instructions shall be in writing but need not comply with Section 102 or be accompanied by an Opinion of Counsel), such permanent global Security shall be surrendered from time to time by the Depositary or such other depositary as shall be specified in the Company Order with respect

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thereto to the Trustee, as the Company's agent for such purpose, or to the Security Registrar, to be exchanged, in whole or in part, for definitive Securities of the same series, without charge, and the Trustee shall authenticate and deliver in accordance with such instructions, in exchange for each portion of such permanent global Security, a like aggregate principal amount of definitive registered Securities of the same series of authorized denominations and of like tenor as the portion of such permanent global Security to be exchanged; provided, however, that no such exchanges may occur during a period beginning at the opening of business 15 days before any selection of Securities of that series for redemption and ending on the relevant Redemption Date. If a Security is issued in exchange for any portion of a permanent global Security after the close of business at the office or agency where such exchange occurs on (i) any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date or (ii) any Special Record Date and before the opening of business at such office or agency on the related proposed date for payment of interest or Defaulted Interest, as the case may be, such interest or defaulted interest will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of such Security issued in exchange, but will be payable on such Interest Payment Date or proposed date for payment, as the case may be, only to the Person to

whom interest or defaulted interest in respect of such permanent global Security is payable in accordance with the provisions of this Indenture.

7. Section 307 of the Indenture is hereby amended by adding the following at the beginning thereof and by lower casing the letter "I" immediately thereafter.

"Unless otherwise provided as contemplated by Section 301 with respect to any series of Securities,".

8. Section 309 of the Indenture is hereby amended by deleting the second sentence thereof and adding the following sentence in lieu thereof:

"The Company may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Company

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may have acquired in any manner whatsoever and may deliver to the Trustee (or to any other Person for delivery to the Trustee) for cancellation any Securities previously authenticated hereunder which the Company has not issued and sold, and all Securities so delivered shall be promptly cancelled by the Trustee."

9. Section 1107 of the Indenture is hereby amended by adding the following sentence at the end thereof:

"If a Security in permanent global form is so surrendered, the Company shall execute, and the Trustee shall authenticate and deliver to the Depository for such Security in permanent global form, without service charge, a new Security in permanent global form, in a denomination equal to and in exchange for the unredeemed portion of the principal of the Security in permanent global form so surrendered."

10. All provisions of this Second Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture; and the Indenture, as supplemented by this Second Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

11. The Trustee accepts the trusts created by the Indenture,

as supplemented by this Second Supplemental Indenture, and agrees to perform the same upon the terms and conditions in the Indenture, as supplemented by this Second Supplemental Indenture.

12. The recitals contained in the Indenture and the Securities, except the Trustee's certificate of authentication, shall be taken as statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of the Indenture or the Securities.

13. All capitalized terms used and not defined herein shall have the respective meanings assigned to them in the Indenture.

14. This Second Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, and their respective seals to be hereunto affixed and attested, all as of the date first above written.

V.F. CORPORATION

By:

Title:

[CORPORATE SEAL]

Attest:

Title:

UNITED STATES TRUST COMPANY
OF NEW YORK

By: _____

Title:

[CORPORATE SEAL]

Attest:

Title:

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COMMONWEALTH OF PENNSYLVANIA)) ss:
COUNTY OF BERKS))

On the --- day of April, 1994, before me personally came -----, to me known, who, being duly sworn, did dispose and say that he is ----- of V.F. Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

COMMONWEALTH OF PENNSYLVANIA)) ss:
COUNTY OF BERKS))

On the --- day of April, 1994, before me personally came -----, to me known, who, being duly sworn, did dispose and say that he is ----- of V.F. Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal

Unless this certificate is presented by an authorized representative of The Depository Trust Company, 55 Water Street, New York, New York (the "U.S. Depository"), to V.F. Corporation or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of The Depository Trust Company (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of the U.S. 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.

No. R-1

\$100,000,000
CUSIP # 918204 AH 1

V.F. CORPORATION

7.60% Notes due April 1, 2004

V.F. Corporation, a corporation duly organized and existing under the laws of Pennsylvania (herein called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & Co., or registered assigns, the principal sum of ONE HUNDRED MILLION DOLLARS (\$100,000,000) on April 1, 2004, and to pay interest thereon from April 1, 1994 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on April 1 and October 1 in each year, commencing October 1, 1994, at the rate of 7.60% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this permanent global 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 the March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Dates. 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 permanent global 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 the Holder of this permanent global Security not less than 10 days

prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of the series evidenced by this permanent global Security may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture. As used herein, the term "Depositary" shall mean the Depositary designated as such by the Company under the Indenture described herein.

This permanent global Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture dated as of January 1, 1987, as supplemented by a First Supplemental Indenture dated as of September 1, 1989 (the "First Supplemental Indenture"), between the Company, Morgan Guaranty Trust Company of New York, as retiring Trustee and United States Trust Company of New York, as successor Trustee (the "Trustee", which term includes any successor trustee under the Indenture), and by a Second Supplemental Indenture dated as of April 1, 1994 (the "Second Supplemental Indenture") between the Company and the Trustee to which Indenture and all indentures supplemental thereto reference is hereby made 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. This permanent global Security is one of the series designated as the Company's 7.60% Notes due April 1, 2004, limited in aggregate principal amount to \$100,000,000.

This permanent global Security is exchangeable in whole or from time to time in part for Securities of this series in definitive registered form only as provided herein and in the Indenture. If (i) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for this permanent global Security or if at any time the Depositary ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, (ii) the Company in its sole discretion determines that this permanent global Security shall be exchangeable for Securities of this series in definitive registered form and executes and delivers to the Security Registrar a Company Order providing that this permanent global Security shall be so exchangeable, or (iii) any event shall have occurred and be continuing which, after notice or lapse of

time, or both, would become an Event of Default with respect to the Securities of the series of which this permanent global Security is a part, this permanent global Security shall be exchangeable for Securities of this series in definitive registered form, provided that the definitive Securities so issued in exchange for this permanent global Security shall be in denominations of \$1,000 and any integral multiples, without coupons, and be of like aggregate principal amount and tenor as the portion of this permanent global Security to

be exchanged, and provided further that, unless the Company agrees otherwise, Securities of this series in definitive registered form will be issued in exchange for this permanent global Security, or any portion hereof, only if such Securities in definitive registered form were requested by written notice to the Trustee or the Security Registrar by or on behalf of a Person who is beneficial owner of an interest hereof given through the Holder hereof. Except as provided above, owners of beneficial interests in this permanent global Security will not be entitled to have Securities registered in their names, will not receive or be entitled to physical delivery of Securities in definitive registered form and will not be considered the Holders thereof for any purpose under the Indenture. Neither the Company, the Trustee, any Paying Agent nor the Securities Registrar shall have any responsibility or liability for any aspect of records relating to or payments made on account of beneficial ownership interests in this permanent global Security, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Any exchange of this permanent global Security or portion hereof for one or more Securities of this series in definitive registered form will be made at the New York office of the Trustee or the Security Registrar, upon request by or on behalf of the Person who is the beneficial owner of an interest herein given through the Holder hereof and in accordance with instructions given by the Company to the Trustee, the Security Registrar and the Depositary. Upon exchange of any portion of this permanent global Security for one or more Securities of this series in definitive registered form, the Trustee or the Security Registrar, as the case may be, shall cancel this permanent global Security and issue a new permanent global Security or Securities of this Series and of like tenor for the remaining principal amount. Except as otherwise provided herein or in the Indenture, until exchanged in full for one or more Securities of this series in definitive registered form, this permanent global Security shall in all respects be subject to and entitled to the same benefits and conditions

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under the Indenture as a duly authenticated and delivered Security of this series in definitive registered form.

Payment of the principal of (and premium, if any) and interest on this permanent global Security due at maturity will be made by wire transfer in immediately available funds to such account as may have been designated to the Paying Agent upon surrender of this Security at the Corporate Trust Office of the Paying Agent in the Borough of Manhattan, The City of New York, provided that this permanent global Security is presented to the Paying Agent in time for the Paying Agent to make such payment in accordance with its normal procedures. Payments of interest (other than interest payable at maturity)

will be made by check mailed to the address of the Person entitled thereto as it appears in the Security Register, or by wire transfer in immediately available funds to such account as may have been designated to the Paying Agent.

The Securities of this series are subject to redemption upon not less than 30 days notice by mail at any time on or after April 1, 2001, as a whole or in part, at the election of the Company, at a Redemption Price equal to 100% of the principal amount, together with accrued interest to the Redemption Date, but interest installments whose Stated Maturity is on or prior to the Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates referred to on the face hereof all as provided in the Indenture.

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

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series (including this permanent global Security) 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 of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains

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provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this permanent global Security shall be conclusive and binding upon such Holder and upon all future Holders of this permanent global Security and of any Security or Securities 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 permanent global Security.

No reference herein to the Indenture and no provision of this

permanent global 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 premium, if any) and interest on this permanent global Security at the times, places 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 permanent global Security is registrable in the Security Register, upon surrender of this permanent global Security for registration of transfer at the office or agency of the Company in any place where the principal of (and premium, if any) and interest on this permanent global 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 his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

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

The Company, the Trustee and any agent of the Company or the Trustee may treat the person in whose name this permanent global Security is registered as the owner hereof for all purposes, whether or not this permanent global Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to

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the contrary (including, without limitation, notice of any beneficial interests herein).

Prior to due presentment of this permanent global 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 permanent global Security is registered as the owner hereof for all purposes, whether or not this permanent global Security is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary (including, without limitation, notice of any beneficial interests herein).

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of this Security and (b) certain restrictive covenants, in each case upon compliance by the Company with certain conditions set forth therein, which provisions apply to this Security.

All terms used in this permanent global Security which are defined in the Indenture and not herein otherwise defined shall have the meanings assigned to them in the Indenture.

Unless the certificate of authentication hereon has been executed by the Trustee or by its Authenticating Agent by manual signature, this permanent global Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

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IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: April 13, 1994 V.F. CORPORATION

By:

Attest:

[SEAL]

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CERTIFICATE OF AUTHENTICATION

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

UNITED STATES TRUST COMPANY OF NEW YORK, As Trustee

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as

Authorized officer

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FOR VALUE RECEIVED, the undersigned hereby sells,
assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

the within permanent global Security and all rights thereunder, and hereby does
irrevocably appoint ----- attorney to transfer
said permanent global Security on the books of the Company, with full power of
substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with
the name as written upon the face of the within permanent global
Security in every particular without alteration or enlargement or any
change whatsoever or any change whatsoever and must be guaranteed by a
commercial bank or trust company having its principal office or
correspondent in The City of New York or by a member of the New York
Stock Exchange.

VF CORPORATION
COMPUTATION OF RATIO OF EARNINGS TO
FIXED CHARGES
(DOLLARS IN THOUSANDS)

	Year Ended				
	January 1 1994	January 2 1993	January 4 1992	December 29 1990	December 30 1989
<S>	<C>	<C>	<C>	<C>	<C>
Income from continuing operations before provision for income taxes per consolidated statements of income	\$399,987	\$375,773	\$263,197	\$143,084	\$283,745
Add					
Interest on indebtedness	72,671	71,068	68,587	75,843	46,185
Amortization of debt expense and premium	493	589	583	526	143
Portion of rents representative of the interest factor	15,600	10,100	8,200	6,800	6,500
	-----	-----	-----	-----	-----
Income as adjusted	\$488,751	\$457,530	\$340,567	\$226,253	\$336,573
	=====	=====	=====	=====	=====
Fixed charges					
Interest on indebtedness	\$72,671	\$71,068	\$68,587	\$75,843	\$46,185
Amortization of debt expense and premium	493	589	583	526	143
Capitalized interest	1,022	1,439	466	145	2,087
Portion of rents representative of the interest factor	15,600	10,100	8,200	6,800	6,500
	-----	-----	-----	-----	-----
Fixed charges	\$89,786	\$83,196	\$77,836	\$83,314	\$54,915
	=====	=====	=====	=====	=====
Ratio of earnings to fixed charges	5.4	5.5	4.4	2.7	6.1
	===	===	===	===	===

</TABLE>

Note: For purposes of this ratio, earnings consist of income before income taxes plus fixed charges. Fixed charges consist of interest expense, capitalized interest and one-third of rental expense, which approximates the interest factor of such rental expense.

VF CORPORATION
 COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
 AND PREFERRED STOCK DIVIDENDS
 (DOLLARS IN THOUSANDS)

<TABLE>
 <CAPTION>

	Year Ended				
	January 1 1994	January 2 1993	January 4 1992	December 29 1990	December 30 1989
<S>	<C>	<C>	<C>	<C>	<C>
Income from continuing operations before provision for income taxes per consolidated statements of income	\$399,987	\$375,773	\$263,197	\$143,084	\$283,745
Add					
Interest on indebtedness	72,671	71,068	68,587	75,843	46,185
Amortization of debt expense and premium	493	589	583	526	143
Portion of rents representative of the interest factor	15,600	10,100	8,200	6,800	6,500
	-----	-----	-----	-----	-----
Income as adjusted	\$488,751	\$457,530	\$340,567	\$226,253	\$336,573
	=====	=====	=====	=====	=====
Fixed charges					
Interest on indebtedness	\$72,671	\$71,068	\$68,587	\$75,843	\$46,185
Amortization of debt expense and premium	493	589	583	526	143
Capitalized Interest	1,022	1,439	466	145	2,087
Portion of rents representative of the interest factor	15,600	10,100	8,200	6,800	6,500
	-----	-----	-----	-----	-----
Fixed charges	89,786	83,196	77,836	83,314	54,915
Preferred stock dividends	4,291	4,335	4,366	4,130	--
	-----	-----	-----	-----	-----
Fixed charges and preferred stock dividends	\$94,077	\$87,531	\$82,202	\$87,444	\$54,915
	=====	=====	=====	=====	=====
Ratio of earnings to fixed charges and preferred stock dividends	5.2	5.2	4.1	2.6	6.1
	===	===	===	===	===

</TABLE>

Note: For purposes of this ratio, earnings consist of income before income taxes plus fixed charges. Fixed charges consist of interest expense, capitalized interest and one-third of rental expense, which approximates the interest factor of such rental expense. Preferred stock dividends relate to the outstanding Series B Preferred Stock held by the Employee Stock Ownership Plan.