UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported) May 1, 2007

LEGGETT & PLATT, INCORPORATED

(Exact name of registrant as specified in its charter)

Missouri (State or other jurisdiction of incorporation) 001-07845 (Commission File Number) 44-0324630 (IRS Employer Identification No.)

No. 1 Leggett Road, Carthage, MO (Address of principal executive offices)

64836 (Zip Code)

Registrant's telephone number, including area code 417-358-8131

N/A

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to our Credit Agreement

On May 1, 2007 the Company entered into a Second Amendment to Credit Agreement among JPMorgan Chase Bank, N.A., as administrative agent, and all of the participating banking institutions listed below ("Second Amendment"). The Second Amendment amends the Company's multi-currency revolving credit agreement, dated August 5, 2005, which was previously amended by the First Amendment to Credit Agreement dated July 31, 2006 (collectively referred to as the "Credit Agreement"). The Company, from time to time, may borrow, repay and re-borrow up to \$600 million under the Credit Agreement until April 30, 2012, at which time the Company's ability to borrow under the Credit Agreement will terminate. The Credit Agreement was amended by the Second Amendment, to, among other things:

- 1) increase the borrowing capacity under the Credit Agreement from \$400 million to \$600 million;
- 2) extend the maturity date from July 31, 2011 to April 30, 2012;
- 3) add Bank of China, New York Branch; The Bank of Tokyo-Mitsubishi UFJ, Ltd.; BNP Paribas; and HSBC Bank USA National Association to the list of participating banks;
- 4) remove Barclays Bank PLC from the list of participating banks; and
- 5) change (a) the fixed interest spread percentages (based upon S&P and Moody's ratings of the Company's senior unsecured debt) when calculating the interest rate for a fixed rate loan, and (b) the facility fees; each as calculated in Section 1.01 of the Credit Agreement.

Below is an alphabetical listing of the participating banks along with their respective commitments under the Credit Agreement.

	Banking Institutions	Revolving Credit Commitment	
1.	Arvest Bank	\$	20,000,000
2.	Bank of America, N.A.	\$	50,000,000
3.	Bank of China, New York Branch	\$	15,000,000
4.	BNP Paribas	\$	40,000,000
5.	HSBC Bank USA National Association	\$	40,000,000
6.	JPMorgan Chase Bank, N.A.	\$	70,000,000
7.	LaSalle Bank National Association	\$	25,000,000
8.	SunTrust Bank	\$	40,000,000
9.	The Bank of New York	\$	30,000,000
10.	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$	30,000,000
11.	Toronto Dominion (Texas) LLC	\$	40,000,000
12.	UMB Bank N.A.	\$	30,000,000
13.	U.S. Bank National Association	\$	50,000,000
14.	Wachovia Bank, National Association	\$	70,000,000
15.	Wells Fargo Bank, National Association	\$	50,000,000
		\$	600,000,000

The Company may elect the type of borrowing under the Credit Agreement. The type of borrowing will determine the rate of interest to be paid on the outstanding principal balance, as follows:

- (i) **ABR Borrowing**. Under an ABR loan, the Company will pay interest at the Alternate Base Rate (the greater of (a) the prime rate publicly announced by JPMorgan Chase Bank, N.A., or (b) the weighted average rate on overnight Federal funds transactions, plus ¹/₂ of 1%);
- (ii) **Fixed Rate Borrowing.** Under a Fixed Rate loan, the Company will pay interest at (a) the rate published in the Moneyline Telerate (for the available currency and interest period chosen for the loan by the Company) equal to the rate published for deposits denominated in the currency with a maturity comparable to such interest period, plus (b) a fixed spread percentage (based upon the S&P and Moody's ratings of the Company's senior unsecured debt);
- (iii) **Dollar Swingline Loan**. Under a Dollar Swingline loan (which can only be made initially by JPMorgan Chase Bank, N.A. for short-term administrative convenience), the Company will pay interest at a rate equal to the weighted average rate on overnight Federal funds transactions, plus 3/4 of 1%);
- (iv) **Competitive Loan.** Under a Competitive Loan, the Company will pay interest at a rate equal to a competitive variable or set rate accepted by the Company.

The Company is required to periodically pay accrued interest on any outstanding principal balance under the Credit Agreement at different time intervals based upon the elected interest rate and the elected interest period. The Company may borrow, repay and re-borrow under the Credit Agreement at any time prior to the maturity date. All of the outstanding principal under the Credit Agreement will be due upon the maturity date. The Company may also terminate or reduce the lending commitments under the Credit Agreement, in whole or in part, upon three business days notice.

The Credit Agreement is unsecured, but contains certain restrictive covenants, including, but not limited to, restrictions on funded debt and short-term debt of the Company, restrictions on the Company's ability to mortgage and place liens on its property, a requirement that the Company's total indebtedness to total capitalization must not exceed 60%, and in the case of secured debt, a requirement that the principal amount of secured debt will not exceed 15% of consolidated total assets. The Credit Agreement provides that if the Company breaches any representation or warranty, does not comply with any covenant, fails to pay principal and interest in a timely manner, or an Event of Default, as defined in the Credit Agreement, otherwise occurs, then the Credit Agreement will terminate and all outstanding indebtedness under the Credit Agreement shall accelerate. As of April 30, 2007, there was no outstanding indebtedness under our Credit Agreement.

The foregoing is only a summary of certain terms and conditions of the Credit Agreement and is qualified in its entirety by reference to the Credit Agreement. The Credit Agreement is comprised of the Credit Agreement, dated August 5, 2005, the First Amendment to Credit Agreement, dated July 31, 2006 and the Second Amendment to Credit Agreement, dated May 1, 2007, all of which are filed as Exhibits 10.1, 10.2 and 10.3, respectively, and incorporated herein by reference.

The listed banks and/or their affiliates have provided, from time to time, and may continue to provide commercial banking and related services, as well as investment banking, financial advisory and other services to us and/or to our affiliates, for which we have paid, and intend to pay, customary fees, and, in some cases, out-of-pocket expenses.

Increase in our Commercial Paper Program

The Credit Agreement acts as support for the marketability of the Company's commercial paper program. On May 1, 2007, the Board of Directors of the Company increased the authorization under the commercial paper program from \$400 million to \$600 million. As of April 30, 2007, the Company had approximately \$205 million of commercial paper outstanding.

We have used, and expect to use, the proceeds from the sale of our commercial paper notes ("Notes") for ordinary working capital needs, to finance our acquisition program, to repurchase our common stock and for other general corporate purposes.

We issue the Notes pursuant to a Commercial Paper Agency Agreement previously entered into between us and JPMorgan Chase Bank, N.A. (formerly The Chase Manhattan Bank, N.A.) attached hereto and incorporated herein as Exhibit 10.4 (the "Agency Agreement"). The Agency Agreement includes, as Exhibits A and A-1, forms of the Master Notes under which the commercial paper is issued. It also includes Exhibit B, a letter of representations, signed by us, JPMorgan Chase Bank, N.A., as Issuing and Paying Agent, and The Depository Trust Company. The Agency Agreement provides for the issuance and payment of the Notes and contains customary representations, warranties, covenants and indemnification provisions. It may be terminated upon written notice by either party.

The Notes are marketed and sold through various agreements with commercial paper dealers. The Notes are issued in \$200,000 minimum principal amounts at par less a discount representing an interest factor, or at par, if interest bearing, with interest established based upon market conditions and credit ratings assigned at the time of issuance. The maturity of the Notes will vary but may not exceed 270 days. As of April 30, 2007, all of the Notes had a one day maturity. As of April 30, 2007, the Notes had a weighted average interest rate of approximately 5.30%.

The foregoing is only a summary of certain terms and conditions of the Agency Agreement and is qualified in its entirety by reference to that agreement which is attached hereto and incorporated herein by reference.

JPMorgan Chase Bank, N.A. and/or its affiliates has provided from time to time, and may continue to provide commercial banking and related services, as well as investment banking, financial advisory and other services to us and our affiliates, for which we have paid, and intend to pay customary fees, and, in some cases, out-of-pocket expenses.

The Notes have not been registered under the Securities Act of 1933, as amended, or any state securities laws and may not be reoffered or sold absent registration or applicable exemption from the registration requirements of the Securities Act and applicable state securities laws. This Form 8-K does not constitute an offer to sell or the solicitation of an offer to buy any securities, and is not intended to condition the market in the United States, or elsewhere, for the issuance of our securities.

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

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

Item 8.01 Other Events.

On May 1, 2007 Standard & Poors Ratings Services ("S&P") lowered its corporate credit and senior unsecured debt ratings for the Company from "A+" to "A". S&P affirmed its "A-1" short-term and commercial paper ratings on the Company. Currently, Moody's Investor Services, Inc. assigns an "A2" rating to the Company's senior unsecured debt and a "P-1" rating to the Company's commercial paper.

These credit ratings reflected the views of the rating agency only. An explanation of the significance of these ratings may be obtained from the rating agency. Such ratings are not a recommendation to buy, sell or hold securities. Any rating can be revised upward or downward or withdrawn at any time by a rating agency if it decides that the circumstances warrant the change. Each rating agency may have different criteria for evaluating company risk and, therefore, each rating should be evaluated independently of any other rating.

Item 9.01 Financial Statements and Exhibits.

reference. (SEC File No. 1-7845)

(d) Exhibits.

Exhibit No.	Description
10.1	Credit Agreement, dated August 5, 2005 among the Company, Wachovia Bank, National Association as syndication agent, JPMorgan Chase Bank,
	N.A. as administrative agent, and the participating banking institutions named therein, filed August 9, 2005 as Exhibit 10.1 to the Company's
	Current Report on Form 8-K is incorporated by reference. (SEC File No. 1-7845)
10.2	First Amendment to Credit Agreement, dated July 31, 2006, among the Company, JPMorgan Chase Bank, N.A., as administrative agent, and the participating banking institutions named therein, filed August 3, 2006 as Exhibit 10.1 to the Company's quarterly report on Form 10-Q for the quarter ended June 30, 2006 is incorporated by reference. (SEC File No. 1-7845)
10.3	Second Amendment to Credit Agreement, dated May 1, 2007, among the Company, JPMorgan Chase Bank, N.A. as administrative agent, and the participating banking institutions named therein.
10.4	Commercial Paper Agency Agreement between JPMorgan Chase Bank, N.A. (formerly The Chase Manhattan Bank, N.A.) and the Company,

including the forms of Master Note, dated December 21, 1994, filed March 15, 2007 as Exhibit 10.1 to the Company's Form 8-K is incorporated by

SIGNATURES

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

Date: May 4, 2007

LEGGETT & PLATT, INCORPORATED

By: /S/ ERNEST C. JETT

Ernest C. Jett

Senior Vice President, General Counsel and Secretary

INDEX TO EXHIBITS

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10.3	Second Amendment to Credit Agreement, dated May 1, 2007, among the Company, JPMorgan Chase Bank, N.A. as administrative agent, and the participating banking institutions named therein.
10.4	Commercial Paper Agency Agreement between JPMorgan Chase Bank, N.A. (formerly The Chase Manhattan Bank, N.A.) and the Company, including the forms of Master Note, dated December 21, 1994, filed March 15, 2007 as Exhibit 10.1 to the Company's Form 8-K is incorporated by reference. (SEC File No. 1-7845)

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT, dated as of May 1, 2007 is among LEGGETT & PLATT, INCORPORATED, a Missouri corporation (the "Borrower"), the lenders party hereto and JPMORGAN CHASE BANK, N.A. (the "Administrative Agent").

The Borrower, the Administrative Agent and certain lenders have entered into that certain Credit Agreement dated as of August 5, 2005 which was amended by that certain First Amendment to Credit Agreement dated as of July 31, 2006 (as amended, the "Agreement" and capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby). Barclays Bank PLC has assigned all of its right, title and interest in and to the Agreement to JPMorgan Chase Bank, N.A. pursuant to an Assignment and Assumption dated as of the date hereof. The Borrower, the Administrative Agent and the lenders party hereto now desire to amend the Agreement as herein set forth.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows effective as of the date hereof unless otherwise indicated:

ARTICLE 1.

Amendments

Section 1.1. Amendments to Section 1.01. Section 1.01 of the Agreement is amended as follows:

(a) The table in the definition of the term "Applicable Rate" is amended in its entirety to read as follows:

Ratings for Index Debt	Fixed Sprea	ad Facility Fee
>= A + / A1	0.14	0.060%
A / A2	0.19	0.060%
A-/A3	0.23	30% 0.070%
BBB+ /Baa1	0.27	70% 0.080%
£BBB/Baa2	0.35	0.100%

(b) The last two sentences in the definition of the term "Commitment" are amended in their entirety to read as follows:

The amount of each Lender's Commitment as of May 1, 2007 is set forth on Schedule 2.01 or after May 1, 2007, in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment or in the Increase Commitment Supplement pursuant to which such Lender shall have assumed or increased its Commitment, as applicable. As of the May 1, 2007, the aggregate amount of the Lenders' Commitments is \$600,000,000.

(c) The July 31, 2011 date set forth in the definition of the term "Maturity Date" is amended to be April 30, 2012.

Section 1.2. <u>Amendment to Increased Commitment Provisions</u>. The \$600,000,000 number set out in clause (ii) of Section 2.20 and in clause (x) of Section 8.02 is amended to be \$800,000,000.

Section 1.3. <u>Amendment to Schedule 2.01</u>. Schedule 2.01 (*Commitments*) is amended in its entirety to read as set forth on Schedule 2.01 hereto. As a result of the amendment to Schedule 2.01, certain Persons are being added as "Lenders" under the Agreement and the amount of certain of the Lender's Commitments are changing.

ARTICLE 2.

Conditions Precedent

- Section 2.1. Effective Date. The effectiveness of Article 1 of this Amendment is subject to the satisfaction of the following conditions precedent:
- (a) The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Amendment signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy or other electronic transmission of a signed signature page of this Amendment) that such party has signed a counterpart of this Amendment.
- (b) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of Borrower, the authorization of the execution, delivery and performance of this Amendment and any other legal matters relating to the Borrower, this Amendment or the Loan Documents as the Administrative Agent may request, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.
- (c) The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the date hereof) of the Borrower's general in house counsel, substantially in the form of Exhibit B to the Agreement but covering the execution and delivery of this Amendment and covering such other matters relating to the Borrower or this Amendment as the Required Lenders shall reasonably request.
- (d) The representations and warranties of Borrower set forth herein and in the other Loan Documents shall be true and correct on and as of the date hereof, except to the extent such representations and warranties relate specifically to another date.
 - (e) As of the date hereof, no Default shall exist.

ARTICLE 3.

Miscellaneous

Section 3.1. <u>Ratifications</u>. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement and the other Loan Documents are ratified and confirmed and shall continue in full force and effect. The Borrower, the Lenders and the Administrative Agent agree that this Amendment is a Loan Document as such term is defined in the Agreement and the Agreement as amended hereby and the other Loan Documents shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

Section 3.2. <u>Representations and Warranties</u>. The Borrower hereby represents and warrants to the Administrative Agent and the Lenders as follows: (a) after giving effect to this Amendment, no Default exists; (b) after giving effect to this Amendment, the representations and warranties set forth in

the Agreement are true and correct on and as of the date hereof with the same effect as though made on and as of such date except with respect to any representations and warranties limited by their terms to a specific date; (c) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby, (i) are within the legal power and authority of the Borrower, (ii) have been duly authorized by all requisite actions, (iii) do not and will not conflict with, contravene or violate any provision of or result in a breach of or default under, or require the waiver (not already obtained) of any provision of, or the consent (not already given) of any Person under the terms of the Borrower's articles of incorporation or by laws, or any indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which the Borrower is a party or by which it is bound or to which any of its properties are subject, (iv) will not violate, conflict with, give rise to any liability under, or constitute a default under any law, regulation, order (including, without limitation, all applicable state and federal securities laws) or any other requirement of any court, tribunal, arbitrator, or Governmental Authority, and (v) will not result in the creation, imposition, or acceleration of any indebtedness or tax or any mortgage, lien, reservation, covenant, restriction, or other encumbrance of any nature upon, or with respect to, the Borrower or any of its properties; (d) this Amendment constitutes the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms; and (e) the execution, delivery and performance of this Amendment and the transactions contemplated hereby do not require any action, approval or consent of, or filing with, any Governmental Authority. All representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment, and no investigation by the Administrati

- Section 3.3. <u>Reference to Agreement</u>. All agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms of the Agreement, including each Loan Document, are hereby amended so that any reference in such agreements, documents, or instruments to the Agreement shall mean a reference to the Agreement as amended hereby.
- Section 3.4. <u>Successors and Assigns</u>. This Amendment is binding upon and shall inure to the benefit of the Borrower, the Administrative Agent and the Lenders and their respective successors and assigns, except the Borrower may not assign or transfer any of its rights or obligations hereunder without the prior written consent of each Lender. Any assignment in violation of this Section 3.4 shall be void.
- Section 3.5. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts and on telecopy counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.
- Section 3.6. <u>Effect of Waiver</u>. No consent or waiver, express or implied, by the Administrative Agent or any Lender to or for any breach of or deviation from any covenant, condition or duty by the Borrower shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.
- Section 3.7. <u>Severability</u>. Any provision of this Amendment which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non–authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.
- Section 3.8. <u>Governing Law</u>. This Amendment is governed by and construed in accordance with the applicable law pertaining in the State of New York, other than those conflict of law provisions that would defer to the substantive laws of another jurisdiction. This governing law election has been

made by the parties in reliance (at least in part) on Section 5–1401 of the General Obligations Law of the State of New York, as amended (as and to the extent applicable), and other applicable law.

Section 3.9. <u>Headings</u>. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

Section 3.10. <u>MISSOURI STATUTORY NOTICE</u>. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR(S)) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

Executed as of the date first written above.

LEGGETT & PLATT, INCORPORATED

By: /S/ SHERI L. MOSSBECK

Sheri L. Mossbeck, Vice President and Treasurer

By: /s/ MATTHEW C. FLANIGAN

Matthew C. Flanigan, Chief Financial Officer and Senior Vice President

JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent,

By: /S/ D. SCOTT HARVEY

D. Scott Harvey, Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION

By: /S/ MARK S. SUPPLE

Name: Mark S. Supple
Title: Vice President

BANK OF AMERICA, N.A.

By: /s/ DAVID McCAULEY

Name: David McCauley

Title: Principal

THE BANK OF NEW YORK

By: /S/ WALTER C. PARELLI

Name: Walter C. Parelli
Title: Vice President

LASALLE BANK NATIONAL ASSOCIATION

By: /s/ STEVEN ERICKSON

Name: Steven Erickson

Title: AVP

SUNTRUST BANK

By: /s/ Steven A. Deily

Name: Steven A. Deily

Title: Managing Director

TORONTO DOMINION (TEXAS) LLC

By: /s/ IAN MURRAY

Name: Ian Murray

Title: Authorized Signatory

UMB BANK N.A.

By: /s/ TERRY DIERKS

Name: Terry Dierks

Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION

By: /s/ John M. Eyerman

Name: John M. Eyerman

Title: Portfolio Manager

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /S/ MELISSA NACHMAN

Name: Melissa Nachman

Title: Vice President

ARVEST BANK

By: /s/ Doug Doll

Name: Doug Doll

Title: President / CEO

BANK OF CHINA, NEW YORK BRANCH

By: /s/ WILLIAM SMITH

Name: William Smith

Title: Deputy General Manager

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By: /s/ J. Wheeler

Name: J. Wheeler

Title: Vice President

By: /S/ D. BARNELL

Name: D. Barnell

Title: V.P. & Manager

SECOND AMENDMENT TO CREDIT AGREEMENT,

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BNP PARIBAS

By: /S/ SIMONE G. VINOCOUR MCKEEVER

Name: Simone G. Vinocour McKeever

Title: Director

By: /s/ ANGELA B. ARNOLD

Name: Angela B. Arnold

Title: Director

SECOND AMENDMENT TO CREDIT AGREEMENT,

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HSBC BANK USA NATIONAL ASSOCIATION

By: /s/ Mark Calvert

Name: Mark Calvert

Title: Regional Relationship Manager

SCHEDULE 2.01 TO LEGGETT & PLATT, INCORPORATED CREDIT AGREEMENT

COMMITMENTS

Lender		Commitment
JPMorgan Chase Bank, N.A.	\$	70,000,000.00
Wachovia Bank, N.A.	\$	70,000,000.00
U.S. Bank National Association	\$	50,000,000.00
Wells Fargo Bank, National Association	\$	50,000,000.00
Bank of America, N.A		50,000,000.00
BNP Paribas	\$	40,000,000.00
SunTrust Bank	\$	40,000,000.00
HSBC Bank USA National Association	\$	40,000,000.00
Toronto Dominion (Texas) LLC	\$	40,000,000.00
The Bank of New York	\$	30,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.		30,000,000.00
UMB Bank		30,000,000.00
LaSalle Bank National Association		25,000,000.00
Arvest Bank	\$	20,000,000.00
Bank of China, New York Branch	\$	15,000,000.00
Total	\$	600,000,000.00

Schedule 2.01 to SECOND AMENDMENT TO CREDIT AGREEMENT,

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