

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-A/A
AMENDMENT NO. 1

FOR REGISTRATION OF CERTAIN CLASS OF SECURITIES
PURSUANT TO SECTION 12 (b) OR (g) OF THE
SECURITIES EXCHANGE ACT OF 1934

Leggett & Platt, Incorporated
(Exact name of registrant as specified in its charter)

Missouri

44-0324630

(State of incorporation or organizational)

(IRS Employer
Identification No.)

No. 1 Leggett Road, Carthage, Missouri

64836

(Address of principal executive office)

(Zip Code)

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

Title of each class
to be so registered

Name of each exchange on
which each class is to be registered

Preferred Stock Purchase Rights

New York Stock Exchange
Pacific Stock Exchange

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

None

(Title of Class)

ITEM 1

DESCRIPTION OF SECURITIES

On February 15, 1989 the Board of Directors of Leggett & Platt, Incorporated (the "Company") declared a dividend distribution of one Preferred Stock Purchase Right (the "Rights") for each outstanding share of Common Stock, par value \$.01 per share (the "Common Stock"), of the Company (other than shares held in the Company's treasury). The dividend distribution was payable to the shareholders of record at the close of business on February 27, 1989 (the "Record Date"). At the time of the distribution each Right, when exercisable, entitled the registered holder to purchase from the Company one one-hundredth of a share of a new series of Preferred Stock, designated as Series A Junior Participating Preferred Stock no par value (the "Preferred Stock"), at a price of \$125.00 per one one-hundredth of a share (the "Purchase Price"), subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement (the "Rights Agreement") between the Company and The Chase Manhattan Bank, N.A. as Rights Agent (the "Rights Agent").

Mellon Securities Trust Company is the successor to the Chase Manhattan Bank N.A. as Rights Agent.

Effective June 15, 1992 the Company distributed a two-for-one stock dividend on the Common Stock. As a result and under the terms of the Rights Agreement each Right was adjusted so that each right entitled the registered holder to purchase one-half of one one-hundredth share of Preferred Stock.

Pursuant to action taken by the Board of Directors of the Company the Rights Agreement has been amended reflecting a new Purchase Price of

\$100.00 per each one-half of one one-hundredth of a share of Preferred Stock. As of August 1, 1994 there were approximately 40,857,606 shares of Common Stock outstanding, and a total of 300,000,000 shares of Common Stock authorized for issuance. Except for the amendment of the Purchase Price the Rights remain outstanding and unchanged as described herein.

Initially, the Rights are attached to all Common Stock Certificates representing shares then outstanding, and no separate Right certificates have been distributed. Until the earlier of (i) ten business days following the first to occur of (a) public announcement that, without the prior written consent of the Company, a person or group of affiliated or associated persons, other than certain subsidiaries or employee benefit or compensation plans of the Company (an "Acquiring Person") has acquired, or obtained the right to acquire, 20% or more of the voting power of all securities of the Company then outstanding generally entitled to vote for the election of directors of the Company ("Voting Power") or (b) the date on which the Company first has notice or otherwise determines that a person has become an Acquiring Person (the "Stock Acquisition Date") or (ii) the tenth business date (or such later date as may be determined by the Board of Directors prior to such time as any person becomes an Acquiring Person) following the commencement of a tender offer or exchange offer, without the prior written consent of the Company, for 20% or more of the Voting Power of the Company (the earlier of the dates in clauses (i) or (ii) above being called the "Distribution Date"), the Rights will be evidenced, with respect to any of the Company's Common Stock certificates outstanding as of and after the Record Date (other than shares held in the Company's treasury), by such Common Stock certificates. The Rights Agreement provides that, until the Distribution Date, the Rights will be transferred with and only with the Company's Common Stock.

Until the Distribution Date (or earlier redemption, exchange or expiration of the Rights), new Common Stock certificates issued after the Record Date, upon transfer, new issuance or issuance from the Company's treasury of the Company's Common Stock, will contain a notation incorporating the Rights Agreement by reference. Until the Distribution Date (or earlier redemption, exchange or expiration of the Rights), the surrender for transfer of any of the Company's Common Stock certificates outstanding as of and after the Record Date will also constitute the transfer of the Rights associated with the Common Stock represented by such certificate. As soon as practicable following the Distribution Date, separate certificates evidencing the Rights ("Right Certificates") will be mailed to holders of record of the Company's Common Stock as of the close of business on the Distribution Date and such separate certificates alone will then evidence the Rights.

The Rights are not exercisable until the Distribution Date. The Rights will expire on February 15, 1999, unless earlier redeemed or exchanged by the Company, as described below.

The Purchase Price payable, and the number of shares of Preferred Stock or other securities or property issuable, upon exercise of the Rights are subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of the Preferred Stock (ii) upon the distribution to holders of Preferred Stock of Rights or Warrants to subscribe for shares of Preferred Stock or securities convertible into Preferred Stock at less than the then current market price of the Preferred Stock or (iii) upon the distribution to holders of Preferred Stock of evidences of indebtedness or assets (excluding regular periodic cash dividends payable in Preferred Stock) or of convertible securities subscription rights or warrants (other than those referred to above).

The number of outstanding Rights and the number of one one-hundredths of a Preferred Share issuable upon exercise of each Right are also subject to adjustment in the event of a stock split of the Common Stock payable in Common Stock or a stock dividend on the Common Stock payable in Common Stock or subdivisions, consolidations or combinations of the Common Stock occurring, in any such case, prior to the Distribution Date.

In the event that, following the Distribution Date, the Company is acquired in a merger or other business combination transaction where the Company is not the surviving corporation or where the Common Stock is exchanged or changed or 50% or more of the Company's assets or earning power is sold (in one transaction or a series of transactions), proper provision shall be made so that each holder of a Right shall thereafter have the right to receive, upon the exercise of the Right and payment of the Purchase Price, that number of shares of common stock of the surviving or purchasing company (or, in certain cases, one of its affiliates) which at the time of such transaction would have a market value of two times the Purchase Price (such right being called the "

Merger Right").

In the event that any person shall become an Acquiring person, proper provision shall be made so that each holder of a Right will thereafter have the right to receive upon exercise that number of shares (or fractional shares) of Common Stock having a market value of two times the exercise price of the Right, subject to the availability of a sufficient number of treasury shares or authorized but unissued shares (such right being called the "Subscription Right"). The holder of a Right will continue to have the Merger Right unless and until such holder exercises the Subscription Right.

Any Rights that are beneficially owned by an Acquiring Person or an affiliate or an associate of an Acquiring Person will become null and void upon the occurrence of any of the events giving rise to the exercisability of the Subscription Right or the Merger Right and any holder of such Rights will have no right to exercise such Rights from and after the occurrence of such an event insofar as they relate to the Subscription Right or the Merger Right.

At any time after the acquisition by a person or group of affiliated or associated persons of beneficial ownership of 20% or more of the Voting Power of the Company and prior to the acquisition by such person or group of 50% or more of the Voting Power of the Company, the Board of Directors of the Company may exchange the Rights (other than Rights owned by such person or group which have become void), in whole or in part, at an exchange ratio of one-half of one share of Common Stock, or one-half of one one-hundredth of a share of Preferred Stock (or of a share of a class or series of the Company's preferred stock having equivalent rights, preferences and privileges), per Right (as adjusted and subject to adjustment).

With certain exceptions, no adjustments in the Purchase Price will be required until cumulative adjustments require an adjustment of at least 1% in such Purchase Price. No fractional shares will be issued (other than fractions which are integral multiples of one one-hundredth of a Preferred Share). In lieu of fractional shares, an adjustment in cash will be made based on the market price of the stock on the last trading date prior to the date of exercise.

At any time until the date a person becomes an Acquiring Person, the Company may elect to redeem the Rights in whole, but not in part, at a price of 1 cent per Right. Immediately upon the action of the Board of Directors electing to redeem the Rights, the Company shall make announcement thereof, and the right to exercise the Rights will terminate and the only right of the holders of Rights will be to receive the redemption price. Upon the effective date of the redemption of the Rights, the right to exercise the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption price.

The Preferred Stock purchasable upon exercise of the Rights will not be redeemable at the option of the Company and will be junior to any other series of Preferred Stock the Company may issue (unless otherwise provided in the terms of such stock). Adjusted for the June 15, 1992 stock dividend, each share of Preferred Stock will have a preferential dividend in an amount equal to the greater of \$2.00 per share or 200 times any dividend in an amount equal to the greater of \$2.00 per share declared on each share of Common Stock. In the event of liquidation, the holders of Preferred Stock will receive a preferred liquidation payment equal to the greater of \$200.00 or 200 times the payment made per each share of Common Stock. Each share of Preferred Stock will have 200 votes, voting together with the shares of Common Stock. In the event of any merger, consolidation or other transaction in which shares of Common Stock are exchanged, each share of Preferred Stock will be entitled to receive 200 times the amount and type of consideration received per share of Common Stock. The rights of the Preferred Stock as to dividends, liquidation and voting, and in the event of mergers and consolidations, are protected by customary anti-dilution provisions. Fractional shares of Preferred Stock in integral multiples of one one-hundredth of a share of Preferred Stock will be issuable; however, the Company may elect to distribute depository receipts in lieu of such fractional shares. In lieu of fractional shares other than fractions that are multiples of one one-hundredth of a share, an adjustment in cash will be made based on the market price of the Preferred Stock on the last trading date prior to the date of exercise.

Holders of Preferred Stock will have the right to have their shares redeemed by the Company in the same manner and under the same limited circumstances as do the holders of Common Stock pursuant to the Company's Restated Articles of Incorporation.

Because of the nature of the Preferred Shares' voting, dividend, liquidation and redemption features, the value of the one-half of one one-hundredth interest in a Preferred Share purchasable upon exercise of each Right should approximate the value of one share of Common Stock.

The terms of the Rights may be amended by the Board of Directors of the Company without the consent of the holders of the Rights, including an amendment to lower the threshold for exercisability of the Rights from 20% to not less than the greater of (i) any percentage greater than the largest percentage of the Voting Power of the Company then known to the Company to be beneficially owned by any person or group of affiliated or associated persons (other than certain subsidiaries or employee benefit or compensation plans of the Company) and (ii) 10%, except that from and after such time as any person becomes an Acquiring Person no such amendment may adversely affect the interests of the holders of the Rights.

Until a Right is exercised, the holder thereof, as such, will have no rights as a shareholder of the Company, including, without limitation, the right to vote or to receive dividends.

As of August 1, 1994 there were approximately 40,857,606 shares of Common Stock outstanding, and a total of 300,000,000 shares of Common Stock authorized. As long as the Rights are attached to the Common Stock, the Company will issue one Right with each new share of Common Stock and each share of Common Stock issued from the Company's treasury so that all such shares will have attached Rights. There have been reserved for issuance the number of shares of Series A Junior Participating Preferred Stock of the Company issuable upon exercise of the Rights.

The Rights have certain anti-takeover effects. The Rights will cause substantial dilution to a person or group that attempts to acquire the Company without conditioning the offer on redemption of the Rights or on substantially all of the Rights also being acquired. The Rights should not interfere with any merger or other business combination approved by the Board of Directors since the Rights may be redeemed by the Company as described above.

The foregoing description of the Rights is qualified by reference to the Rights Agreement, as amended, and Right Certificate.

The Company's Restated Articles of Incorporation include "fair-price" provisions which require that a fair price be paid to shareholders in the event of certain transactions involving the Company and any 10% shareholder. The fair-price provisions are designed to prevent coercive two-tier tender offers, and they may have the effect of delaying, deferring or preventing a change of control of the Company. The foregoing description is not complete and is qualified in its entirety by reference to the description of the fair price provision contained in the Company's Proxy Statement for the Annual Meeting of Shareholder's on May 9, 1984 and to the Company's Restated Articles of Incorporation, which are incorporated by reference as Exhibits 6 and 5 hereto, respectively.

The Company's Restated Articles of Incorporation also include a "redemption" provision giving holders of the Common Stock the right to have their shares redeemed at a price determined by formula if any person acquires more than 50% of the outstanding Common Stock or acquires additional shares after already owning more than 50% of the outstanding Common Stock, in either case pursuant to a tender offer opposed by the Board of Directors. The effect of the redemption provision may be to delay, defer or prevent a change of control of the Company. The foregoing description is not complete and is qualified in its entirety by reference to the description of the redemption provision contained in the Company's Proxy Statement for the Annual Meeting of Shareholders on May 9, 1979 and to the Company's Restated Articles of Incorporation, which are incorporated by reference as Exhibits 7 and 5 hereto, respectively.

Finally, the Company's Restated Articles of Incorporation provide that if there is a 20% shareholder, any bylaws designated by the Board of Directors as a "protected bylaw" may only be changed by an 80% shareholder vote. The effect of this provision may be to delay, defer or prevent a change of control of the Company. The foregoing description is not complete and is qualified in its entirety by reference to the description of the protected bylaw provision in the Company's Proxy Statement for the Annual Meeting of Shareholders on May 7, 1986 and to the Company's Restated Articles of Incorporation, which are incorporated by reference as Exhibits 8 and 5 hereto, respectively.

In addition to the foregoing provisions of the Company's Restated

Articles of Incorporation, the provisions of Missouri law may regulate or have an impact on certain business combinations.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this Amendment to be signed on its behalf by the undersigned, thereto duly authorized.

LEGETT & PLATT, INCORPORATED

Date: September 8, 1994

By: /s/ Felix E. Wright

ITEM 2

EXHIBITS

1,2. Conformed Copy of Rights Agreement dated as of February 16, 1989 between Leggett & Platt, Incorporated and The Chase Manhattan Bank, N.A., which includes as Exhibit B thereto the form of Right Certificate (incorporated by reference to Exhibits 1,2 to the Company's Form 8-A dated February 15, 1989). Pursuant to the Rights Agreement, Right Certificates will not be mailed until the earlier of (a) 10 business days after public announcement that, or the Company has notice or otherwise determines that, a person or group has acquired beneficial ownership of 20% or more of the Common Stock or (b) 10 business days (or such later date as may be determined by the Board of Directors of Leggett & Platt prior to such time as a person or group acquires ownership of 20% or more of the Common Stock) after the commencement of which would result in the beneficial ownership by a person or group of 20% or more of the Common Stock.

3. Conformed Copy of Amendment No. 1, dated August 29, 1994, to Rights Agreement.

4. Letter sent to the Shareholders of Leggett & Platt, Incorporated (incorporated by reference to Exhibits 1,3 to the Company's Form 8-A dated February 15, 1989).

5. Restated Articles of Incorporation (incorporated by reference to the report of the Company on Form 10-Q for the quarter ended June 30, 1987).

5A. Amendment to Restated Articles of Incorporation (incorporated by reference to Exhibit 3.1 to Company's Form S-4, Registration No. 33-66238 which was filed July 19, 1998).

6. Description of fair price provision of restated Articles of Incorporation (incorporated by reference to pages 12-19 of the Company's Proxy Statement for the Annual Meeting of Shareholders on May 9, 1984 (File No. 1-7845)).

7. Description of redemption provisions of Restated Articles of Incorporation (incorporated by reference to pages 8-9 of the Company's Proxy Statement for the Annual Meeting of Shareholders on May 9, 1979 (File No. 1-7845)).

8. Description of protected bylaw provision of Restated Articles of Incorporation (incorporated by reference to pages 19-23 of the Company's Proxy Statement for the Annual Meeting of Shareholders on May 7, 1986 (File No. 1-7845)).

EXHIBIT INDEX

Exhibit Number	Description	Sequential Page No.
-------------------	-------------	------------------------

1,2.	Conformed Copy of Rights Agreement dated as of February 16, 1989 between Leggett & Platt, Incorporated and The Chase Manhattan Bank, N.A., which includes as Exhibit B thereto the form of Right Certificate (incorporated by reference to Exhibits 1,2 to the Company's Form 8-A dated February 15, 1989). Pursuant to the Rights Agreement, Right Certificates will not be mailed until the earlier of (a) 10 business days after public announcement that, or the Company has notice or otherwise determines that, a person or group has acquired beneficial ownership of 20% or more of the Common Stock or (b) 10 business days (or such later date as may be determined by	
------	--	--

the Board of Directors of Leggett & Platt prior to such time as a person or group acquires ownership of 20% or more of the Common Stock) after the commencement of which would result in the beneficial ownership by a person or group of 20% or more of the Common Stock.

3. Conformed Copy of Amendment No. 1, dated August 29, 1994, to Rights Agreement.
4. Letter sent to the Shareholders of Leggett & Platt, Incorporated (incorporated by reference to Exhibits 1,3 to the Company's Form 8-A dated February 15, 1989).
5. Restated Articles of Incorporation (incorporated by reference to the report of the Company on Form 10-Q for the quarter ended June 30, 1987).
- 5A. Amendment to Restated Articles of Incorporation (incorporated by reference to Exhibit 3.1 to Company's Form S-4, Registration No. 33-66238 which was filed July 19, 1998).
6. Description of fair price provision of restated Articles of Incorporation (incorporated by reference to pages 12-19 of the Company's Proxy Statement for the Annual Meeting of Shareholders on May 9, 1984 (File No. 1-7845)).
7. Description of redemption provisions of Restated Articles of Incorporation (incorporated by reference to pages 8-9 of the Company's Proxy Statement for the Annual Meeting of Shareholders on May 9, 1979 (File No. 1-7845)).
8. Description of protected bylaw provision of Restated Articles of Incorporation (incorporated by reference to pages 19-23 of the Company's Proxy Statement for the Annual Meeting of Shareholders on May 7, 1986 (File No. 1-7845)).

AMENDMENT NO. 1 TO RIGHTS AGREEMENT

This Amendment, dated as of August 29, 1994, is entered into between Leggett & Platt, Incorporated, a Missouri corporation (the "Company"), and Mellon Securities Trust Company ("Rights Agent") (successor to The Chase Manhattan Bank N.A.).

WITNESSETH

WHEREAS, as of February 15, 1989, the Company and The Chase Manhattan Bank N.A. entered into a Rights Agreement (the "Agreement") concerning the rights (the "Rights") issued by the Company to purchase shares of the Company's Series A Junior Participating Preferred Stock (the "Preferred Stock"), and

WHEREAS, the Agreement originally provided that in the event the Rights become exercisable each right would entitle the holder to purchase one one-hundredth of a share of Preferred Stock for \$125, and

WHEREAS, as a result of a two-for-one stock split declared by the Company on May 13, 1992 and distributed on June 15, 1992 the Rights were adjusted so that the number of one one-hundredths of a share of Preferred Stock each Right entitled the holder to purchase is now 1/2 of one one-hundredth of a share of Preferred Stock, and

WHEREAS, the Board of Directors of the Company has authorized and directed that the Rights and Agreement be amended to provide that each Right shall entitle the holder to purchase 1/2 of one one-hundredth of a share of Preferred Stock for \$100.

Now, therefore, the Company and the Rights Agent agree as follows:

1. Section 7(b) of the Rights Agreement is amended to provide in its entirety as amended as follows:

"(b) The Purchase Price for each one half of one one-hundredth of a share of Preferred Stock pursuant to the exercise of a Right shall initially be \$100.00, shall be subject to adjustment from time to time as provided in Sections 11 and 13 hereof and shall be payable in lawful money of the United States of America in accordance with paragraph (c) below."

2. The first paragraph of the Form of Right Certificate, Exhibit B to the Agreement, is amended to provide in its entirety as follows:

This certifies that _____, or registered assigns, is the registered owner of the number of Rights set forth above, each of which entitles the owner thereof, subject to the terms, provisions and conditions of the Rights Agreement dated as of February 15, 1989, as amended, (the "Rights Agreement") between Leggett & Platt, Incorporated, a Missouri corporation (the "Company"), and Mellon Securities Trust Company as successor to The Chase Manhattan Bank, N.A. (the "Rights Agent"), to purchase from the Company at any time after the Distribution Date (as such term is defined in the Rights Agreement) and prior to 5:00 P.M. New York, New York time on February 15, 1999 at the shareholder services office of the Rights Agent, or its successor as Rights Agent, one half of one one-hundredth of a fully paid, nonassessable share of the Series A Junior Participating Preferred Stock, no par value ("Preferred Stock"), of the Company, at a purchase price of \$100.00 per one half of one one-hundredth of a share (the "Purchase Price") upon presentation and surrender of this Right Certificate with the Form of Election to Purchase duly executed. The number of Rights evidenced by this Right Certificate (and the number of shares which may be purchased upon exercise of each Right) and the Purchase Price set forth above, are the number and Purchase Price as of August 29, 1994, based on the shares of Preferred Stock of the Company as constituted at such date.

3. The Agreement shall remain in full force and effect, unchanged except as provided in paragraphs 1. and 2. above.

Executed as of the day first above written.

LEGGETT & PLATT, INCORPORATED

By: /s/ Felix E. Wright
Title: President

By: /s/ John S. Keegan
Title: Vice President