
**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) August 22, 2013

LEGETT & 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))
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Item 1.01 Entry into a Material Definitive Agreement.

On August 22, 2013, we entered into the First Amendment to Credit Agreement among us, JPMorgan Chase Bank, N.A., as administrative agent (“JPMorgan”) and the banking institutions listed below (the “*Amendment*”). The Amendment modifies our multi-currency revolving credit agreement, dated August 19, 2011 (the “*Credit Agreement*”). We, from time to time, may borrow, repay and re-borrow up to \$600 million until the maturity date, at which time our ability to borrow under the Credit Agreement will terminate.

The Credit Agreement was amended to:

- (1) Extend the maturity date one year from August 19, 2016 to August 19, 2017;
- (2) Reduce the lending commitment of Compass Bank from \$40 million to \$30 million;
- (3) Increase the lending commitments of JPMorgan, Wells Fargo Bank, N.A., U.S. Bank National Association and The Bank of Tokyo-Mitsubishi UFJ, Ltd. each by \$2.5 million; and
- (4) Amend the definition of “Fixed Rate” as follows:
 - (a) Mexican Pesos. Change the determination of Fixed Rate from referencing (i) rates at which deposits of Mexican Pesos for comparable amounts and maturities are offered to the principal London office of JPMorgan in the London or European interbank market, or other market (as determined by JPMorgan) to (ii) the Mexican Peso Negotiated Rate, which is the per annum rate JPMorgan quotes to us for the relevant interest period.
 - (b) British Pounds Sterling. Change the determination of Fixed Rate from referencing (i) rates at which deposits of British Pounds Sterling for comparable amounts and maturities are offered to the principal London office of JPMorgan in the London or European interbank market, or other market (as determined by JPMorgan) to (ii) the London interbank offer rate (LIBOR) administered by the British Bankers Association as displayed on page LIBOR01 or LIBOR02 of the Reuters screen for a maturity comparable to the relevant interest period.
 - (c) Canadian Dollars. Specify that the Fixed Rate is determined by referencing the CDOR Rate, or the average rate of banker’s acceptances as administered by the Investment Industry Regulatory Organization of Canada with a tenor equal to the relevant interest period displayed on CDOR01 page of Reuters Monitor Service.

Below are the lending commitments under the Credit Agreement, as amended.

<u>Banking Institution</u>	<u>Lending Commitment</u>
JPMorgan Chase Bank, N.A.	\$ 80,000,000
Wells Fargo Bank, N.A.	\$ 80,000,000
U.S. Bank National Association	\$ 80,000,000
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$ 55,000,000
SunTrust Bank	\$ 40,000,000
RBS Citizens, N.A.	\$ 40,000,000
PNC Bank, N.A.	\$ 40,000,000
Toronto Dominion (Texas) LLC	\$ 40,000,000
Compass Bank	\$ 30,000,000
Comerica Bank	\$ 30,000,000
UMB Bank N.A.	\$ 30,000,000
Fifth Third Bank	\$ 30,000,000
Arvest Bank	\$ 25,000,000
	<u>\$600,000,000</u>

We may elect the type of borrowing under the amended Credit Agreement, which determines the rate of interest to be paid on the outstanding principal balance, as follows:

- (1) **ABR Borrowing.** Under an ABR loan, we will pay interest at the Alternate Base Rate, which is the greater of (a) the prime rate publicly announced by JPMorgan; (b) the weighted average rate on overnight Federal funds transactions, plus 1/2 of 1%; or (c) the rate appearing on Reuters screen LIBOR01 for dollar deposits with one month maturity multiplied by a fraction (the numerator being 1, and the denominator being 1 minus the aggregate of the maximum reserve percentage to which JPMorgan is subject for Eurocurrency funding) plus 1%.
- (2) **Fixed Rate Borrowing.** Under a Fixed Rate loan, we will pay interest at (a) a fixed rate published on a designated reference page of the Reuters screen (for the available currency and interest period chosen for the loan by us) equal to the rate published for deposits denominated in such currency with a maturity comparable to such interest period (except for loans denominated in Mexican Pesos, British Pound Sterling or Canadian Dollars, in which the case the Fixed Rate is determined as described above), plus (b) a Fixed Spread percentage which is currently 0.975% (based on the S&P and Moody's ratings of our senior unsecured debt).
- (3) **Dollar Swingline Loans.** Under a Dollar Swingline loan (which is initially made by JPMorgan for short-term administrative convenience on same day notice) we will pay interest at a rate equal to the weighted average rate on overnight Federal funds transactions, plus 1.5%.
- (4) **Competitive Loans.** Under a Competitive loan, we will pay interest at a rate equal to a competitive variable or fixed rate accepted by us.

We are 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. Any outstanding principal under the Credit Agreement will be due upon the maturity date.

We may also terminate or reduce the lending commitments under the Credit Agreement, in whole or in part, upon three business days notice. Our ability to borrow under the Credit Agreement is reduced by the amount of outstanding letters of credit issued pursuant to the Credit Agreement. The amount of letters of credit is limited to \$250 million. As of the date hereof, there are no letters of credit outstanding under the Credit Agreement.

The Credit Agreement is unsecured, but contains restrictive covenants which, among other things, limit (i) our total indebtedness to 60% of our total capital (each as defined in the Credit Agreement), (ii) the amount of secured debt to 15% of consolidated total assets, and (iii) the amount of assets sold, transferred or leased (other than products sold in the ordinary course) in any trailing four quarter period to 20% of consolidated total assets as of the most recent fiscal year-end.

Subject to certain customary cure periods, the Credit Agreement provides that if we breach any representation or warranty, do not comply with any covenant, fail to pay principal, interest or fees in a timely manner, or if any Event of Default (as defined in the Credit Agreement) otherwise occurs, then the Credit Agreement may be terminated. Upon termination, all outstanding indebtedness under the Credit Agreement will accelerate.

The Credit Agreement acts as support for the marketability of our \$600 million commercial paper program. As of August 22, 2013, the Company had \$186 million of commercial paper outstanding. There are currently no borrowings under the Credit Agreement. Although we do not anticipate borrowing directly under the Credit Agreement, we can do so independently from the commercial paper program.

The foregoing is only a summary of certain terms of the Credit Agreement and the Amendment and is qualified in its entirety by reference to: (a) the Credit Agreement, dated August 19, 2011 among us, JPMorgan, as administrative agent, and the participating banking institutions named therein, which was filed August 19, 2011 as Exhibit 10.1 to our Form 8-K and is incorporated herein by reference; and (b) the First Amendment to Credit Agreement, dated August 22, 2013, which is attached hereto as Exhibit 10.2 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.

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 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Credit Agreement, dated August 19, 2011 among the Company, JPMorgan Chase Bank, N.A. as administrative agent, and the participating banking institutions named therein, filed August 19, 2011 as Exhibit 10.1 to the Company's Form 8-K, is incorporated by reference. (SEC File No. 001-07845)
10.2*	First Amendment to Credit Agreement, dated August 22, 2013, among the Company, JPMorgan Chase Bank, N.A. as administrative agent, and the participating banking institutions named therein.

* Denotes filed herewith.

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.

LEGGETT & PLATT, INCORPORATED

Date: August 26, 2013

By: _____ /s/ JOHN G. MOORE
John G. Moore
Senior Vice President –
Chief Legal & HR Officer and Secretary

EXHIBIT INDEX

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* Denotes filed herewith.

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT, dated as of August 22, 2013, 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 19, 2011 (as amended herein and as may be further amended, modified, supplemented or restated, 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).

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.

AmendmentsSection 1.1. Amendments to Section 1.01.

(a) The following new term, "First Amendment Effective Date", is hereby added to Section 1.01 of the Agreement in the correct alphabetical order: "First Amendment Effective Date" means August 22, 2013.

(b) The term "Commitment" in Section 1.01 of the Agreement is hereby amended by deleting therefrom the last two sentences thereof in their entirety and inserting the following in lieu thereof:

The amount of each Lender's Commitment as of the First Amendment Effective Date is set forth on Schedule 2.01, 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 First Amendment Effective Date, the aggregate amount of the Lenders' Commitments is \$600,000,000.

(c) The term "Fixed Rate" in Section 1.01 of the Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Fixed Rate" means, with respect to any Fixed Rate Borrowing (other than a Fixed Rate Borrowing denominated in Mexican Pesos, British Pounds Sterling or Canadian Dollars), the Available Currency in which it is denominated and the Interest Period therefor, the rate appearing on the Reference Page (as defined below in this definition) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for deposits denominated in such Available Currency with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the "Fixed Rate" with respect to such Fixed Rate Borrowing, such Available Currency and such Interest Period shall be the rate at

which deposits in the Dollar Equivalent amount of \$1,000,000 denominated in such Available Currency and for a maturity comparable to such Interest Period are offered by the principal London office of the Administrative Agent in immediately available funds in the London or European (as determined by the Administrative Agent) interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period. The “Fixed Rate” with respect to a Fixed Rate Borrowing denominated in Mexican Pesos with respect to each day during each Interest Period therefor shall be a rate of interest per annum equal to the Mexican Peso Negotiated Rate. For purposes hereof, the “Mexican Peso Negotiated Rate” means, with respect to a Fixed Rate Borrowing denominated in Mexican Pesos, for the relevant Interest Period, a rate per annum established by JPMorgan Chase Bank, N.A. in its sole and absolute discretion, as last quoted to Borrower no later than 11:00 a.m., London time, three Business Days prior to the disbursement or renewal of such Fixed Rate Borrowing denominated in Mexican Pesos. The “Fixed Rate” with respect to a Fixed Rate Borrowing denominated in British Pounds Sterling with respect to the Interest Period therefor shall be the London interbank offer rate (LIBOR) administered by the British Bankers Association (or any other person which takes over the administration of that rate) as displayed on page LIBOR01 or LIBOR02 of the Reuters screen as at or about 11:00am London time on the first day of such Interest Period (or any replacement Reuters page which displays that rate) for a maturity comparable to the relevant Interest Period. The term “Reference Page” means, with respect to a currency, the page of the Reuters Group service providing rate quotations for deposits of such currency; provided that in the event the Applicable Rate does not appear on such service, the term “Reference Page” means the applicable page of such other comparable publicly available rate quoting service as may be selected by the Administrative Agent. For avoidance of doubt, the “Fixed Rate” with respect to a Fixed Rate Borrowing denominated in Canadian Dollars with respect to the Interest Period therefor shall be a rate of interest per annum equal to the CDOR Rate. For purposes hereof, the “CDOR Rate” means, with respect to any Interest Period, the average rate for bankers acceptances as administered by the Investment Industry Regulatory Organization of Canada (or any other Person that takes over the administration of that rate) with a tenor equal to the relevant period displayed on CDOR01 page of the Reuters Monitor Service (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen or service that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion) at or about 10:15 a.m. (Toronto, Ontario time) on the first day of the applicable Interest Period. “Fixed Rate”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Fixed Rate.

(d) The term “Maturity Date” in Section 1.01 of the Agreement is hereby amended by deleting from the first line thereof the reference to the date “August 19, 2016” and inserting in lieu thereof the date “August 19, 2017”.

Section 1.2. Schedule 2.01 to the Agreement is hereby deleted in its entirety and the Schedule 2.01 attached hereto is inserted in lieu thereof.

ARTICLE 2.

Miscellaneous

Section 2.1. Ratifications. 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 2.2. Representations and Warranties. 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 Administrative Agent or any Lender nor any closing shall affect the representations and warranties or the right of the Administrative Agent and the Lenders to rely upon them.

Section 2.3. Reference to Agreement. 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 2.4. Successors and Assigns. 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 2.4 shall be void.

Section 2.5. Counterparts. 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 2.6. Effect of Waiver. 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 2.7. Severability. 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 2.8. Governing Law. 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 2.9. Headings. 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 2.10. **MISSOURI STATUTORY NOTICE. 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 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.**

Section 2.11. Effectiveness. This Amendment shall be effective when the Administrative Agent shall have received from the Borrower and the Lenders 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.

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LEGETT & 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 Executive Vice President

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

By: /s/ Brandon K. Watkins
Brandon K. Watkins, Vice President

WELLS FARGO BANK, N.A.

By: /s/ Matthew Olson
Name: Matthew Olson
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Steven Dixon
Name: Steven Dixon
Title: Vice President

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By: /s/ Jason Krogh
Name: Jason Krogh
Title: Authorized Signatory

SUNTRUST BANK

By: /s/ Baerbel Freudenthaler
Name: Baerbel Freudenthaler
Title: Director

RBS CITIZENS, N.A.

By: /s/ Megan Livingston
Name: Megan Livingston
Title: Vice President

COMPASS BANK

By: /s/ Alex Morton
Name: Alex Morton
Title: Executive Director

PNC BANK, NATIONAL ASSOCIATION

By: /s/ David Bentzinger
Name: David Bentzinger
Title: Senior Vice President

TORONTO DOMINION (TEXAS) LLC

By: /s/ Victor J. Huebner
Name: Victor J. Huebner
Title: Authorized Signing Officer

COMERICA BANK

By: /s/ Heather Whiting
Name: Heather Whiting
Title: Vice President

UMB BANK N.A.

By: /s/ David A. Proffitt
Name: David A. Proffitt
Title: Senior Vice President

FIFTH THIRD BANK

By: /s/ Robert M. Sander
Name: Robert M. Sander
Title: Vice President

ARVEST BANK

By: /s/ Doug Doll
Name: Doug Doll
Title: President - CEO

SCHEDULE 2.01
TO
LEGGETT & PLATT, INCORPORATED
CREDIT AGREEMENT

COMMITMENTS

<u>Lender</u>	<u>Commitment</u>
JPMorgan Chase Bank, N.A.	\$ 80,000,000.00
Wells Fargo Bank, N.A.	\$ 80,000,000.00
U.S. Bank National Association	\$ 80,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$ 55,000,000.00
SunTrust Bank	\$ 40,000,000.00
RBS Citizens, N.A.	\$ 40,000,000.00
PNC Bank, N.A.	\$ 40,000,000.00
Toronto Dominion (Texas) LLC	\$ 40,000,000.00
Compass Bank	\$ 30,000,000.00
Comerica Bank	\$ 30,000,000.00
UMB Bank N.A.	\$ 30,000,000.00
Fifth Third Bank	\$ 30,000,000.00
Arvest Bank	\$ 25,000,000.00
Total	<u>\$600,000,000.00</u>