

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-A/A
(AMENDMENT NO. 2)

AMENDMENT TO A REGISTRATION STATEMENT
ON FORM 8-A
Pursuant to Section 12(b) or (g)
of the Securities Exchange Act of 1934

BECTON, DICKINSON & COMPANY

(Exact Name of Registrant as Specified in its Charter)

NEW JERSEY	22-0760120
(State or Other Jurisdiction of Incorporation)	(IRS Employer Identification No.)
ONE BECTON DRIVE, FRANKLIN LAKES, NJ	07417-1880
(Address of Principal Executive Offices)	(Zip Code)

If this Form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A (c) please check the following box:

Yes No

If this Form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is pursuant to General Instruction A (d) check the following box:

Yes No

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

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

NONE
(Title of Class)

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 1. Amendment to Description of Registrant's Securities to be Registered:

Item 1 to the Registration Statement on Form 8-A filed with the Securities and Exchange Commission on April 22, 1996, as amended by the Form 8-A/A filed with the Securities and Exchange Commission on April 18, 2000 (the "Form 8-A"), of Becton, Dickinson and Company is hereby amended and restated to read in its entirety as follows:

On November 28, 1995, the Board of Directors of our Company declared a dividend of one Right for each share of common stock, par value \$1.00 per share, outstanding on April 25, 1996. These Rights were issued under a Rights Agreement, dated November 28, 1995. As of March 28, 2000, the Board of Directors approved an amendment and restatement of the Rights Agreement (the "Rights Agreement"):

- (1) to remove the provision that prohibited the Board from redeeming the Rights without the approval of a majority of the directors who qualify as "disinterested";
- (2) to remove the provisions that exempted certain kinds of tender offers from the effects of the Rights Agreement;
- (3) to remove the provision that allowed the Board to redeem the Rights during the 10-day period from the date any person became an Acquiring Person (as defined below); and
- (4) to make certain additional technical amendments.

On April 24, 2000, the Board of Directors of our Company approved a further amendment to the Rights Agreement (the "Amendment"):

- (1) to lower the threshold for becoming an "Acquiring Person" from 20% beneficial ownership of our outstanding common stock to 15% beneficial ownership; and
- (2) to clarify the ability of the Board of Directors, prior to the time that any person becomes an "Acquiring Person", to lower the threshold for becoming an "Acquiring Person" to not less than 10%.

The following is a summary description of the Rights Agreement, as amended. This description is only a summary, and is qualified by reference to and should be read together with the complete Rights Agreement, including the Amendment (copies of which are attached hereto as Exhibits 1 and 2, respectively).

Our Board adopted the Rights Agreement and the Amendment to protect stockholders from coercive or otherwise unfair takeover tactics. In general terms, it works by imposing a

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significant penalty upon any person or group which acquires 15% or more of our outstanding common stock without the approval of our Board. The Rights Agreement and the Amendment should not interfere with any merger or other business combination approved by our Board.

The Rights. One Right has been issued for each outstanding share of common stock. The Rights trade with, and are inseparable from, the common stock. The Rights are evidenced by the same certificates representing shares of common stock. New Rights will accompany any new shares of common stock we issue until the Distribution Date described below.

Exercise Price. Each Right will allow its holder to purchase from our Company one eight-hundredth of a share of Preferred Stock, Series A for \$67.50, once the Rights become exercisable. This portion of a Preferred Share will give the stockholder approximately the same dividend, voting, and liquidation rights as would one share of common stock. Prior to exercise, the Right does not give its holder any dividend, voting, or liquidation rights.

Exercisability. The Rights will not be exercisable until

- o 10 days after the public announcement that a person or group has become an "Acquiring Person" by obtaining beneficial ownership of 15% or more of our outstanding common stock, or, if earlier,
- o 10 business days (or a later date determined by our Board) after a person or group begins a tender or exchange offer which, if completed, would result in that person or group becoming an Acquiring Person.

We refer to the date when the Rights become exercisable as the "Distribution Date." Until that date, the common stock certificates will also evidence the Rights, and any transfer of shares of common stock will constitute a transfer of Rights. After that date, the Rights will separate from the common stock and be evidenced by book-entry credits or by Rights certificates that we will mail to all eligible holders of common stock. Any Rights held by an Acquiring Person are void and may not be exercised.

Consequences of a Person or Group Becoming an Acquiring Person.

- o **Flip In.** If a person or group becomes an Acquiring Person, all holders of Rights except the Acquiring Person may, for \$67.50, purchase shares of our common stock with a market value of \$135, based on the market price of the common stock prior to such acquisition.
- o **Flip Over.** If our Company is later acquired in a merger or similar transaction after the Rights Distribution Date, all holders of Rights except the Acquiring Person may, for \$67.50, purchase shares of the acquiring corporation with a market value of \$135 based on the market price of the acquiring corporation's stock prior to such merger.

Preferred Share Provisions.

Each one eight-hundredth of a Preferred Share, if issued:

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- o will entitle holders to a quarterly dividend payment of \$.01875 per one eight-hundredth, or an amount equal to the dividend paid on one share of common stock, whichever is greater.
- o will entitle holders upon liquidation either to receive \$22 per one eight-hundredth or an amount equal to the payment made on one share of common stock, whichever is greater.
- o will have the same voting power as one share of common stock.
- o if shares of our common stock are exchanged via merger, consolidation, or a similar transaction, will entitle holders to a per share payment equal to

the payment made on one share of common stock.

o will be redeemable for \$22 per one eight-hundredth.

Expiration. The Rights will expire on April 25, 2006.

Redemption. Our Board may redeem the Rights for \$.01 per Right at any time before any person or group becomes an Acquiring Person. If our Board redeems any Rights, it must redeem all of the Rights. Once the Rights are redeemed, the only right of the holders of Rights will be to receive the redemption price of \$.01 per Right. The redemption price will be adjusted if we have a stock split or stock dividends of our common stock.

Exchange. After a person or group becomes an Acquiring Person, but before an Acquiring Person owns 50% or more of our outstanding common stock, our Board may extinguish the Rights by exchanging one share of common stock or an equivalent security for each Right, other than Rights held by the Acquiring Person.

Anti-Dilution Provisions. The Board may adjust the purchase price of the Preferred Shares, the number of Preferred Shares issuable and the number of outstanding Rights to prevent dilution that may occur from a stock dividend, a stock split, a reclassification of the Preferred Shares or common stock. No adjustments to the Exercise Price of less than 1% will be made.

Amendments. The terms of the Rights Agreement may be amended in any manner by our Board without the consent of the holders of the Rights, including lowering the threshold for becoming an "Acquiring Person" to not less than 10% beneficial ownership of our outstanding common stock. However, a person or group may not be caused to become an Acquiring Person by the Board lowering this threshold below the percentage interest that such person or group already owns. After a person or group becomes an Acquiring Person, our Board may not amend the agreement in a way that adversely affects holders of the Rights.

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Item 2. Exhibits.

Item 2 to the Form 8-A by the Company is hereby amended and restated to read in its entirety as follows:

Exhibit No.	Description of Document	Location
1	Amended and Restated Rights Agreement, dated as of November 28, 1995 and Amended and Restated as of March 28, 2000, between Becton, Dickinson and Company and First Chicago Trust Company of New York, as Rights Agent. (Incorporated herein by reference).	Exhibit 1 to the Form 8-A/A
2	Amendment No. 1, dated as of April 24, 2000, to the Amended and Restated Rights Agreement.	Filed herewith

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SIGNATURE

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

BECTON, DICKINSON & COMPANY

Dated: May 11, 2000

By: /s/ BRIDGET M. HEALY

Name: BRIDGET M. HEALY
Title: Vice President & Secretary

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EXHIBIT INDEX

Exhibit	Description
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1	Amended and Restated Rights Agreement, dated as of November 28, 1995 and Amended and Restated as of March 28, 2000, between Becton, Dickinson and Company and First Chicago Trust Company of New York, as Rights Agent (incorporated herein by reference to Exhibit 1 of

the Registration Statement on Form 8-A/A filed on April 18, 2000).

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Amendment No. 1, dated as of April 24, 2000, to the Amended and Restated Rights Agreement.

AMENDMENT NO. 1 TO RIGHTS AGREEMENT

AMENDMENT No. 1 (the "Amendment"), dated April 27, 2000, to the Amended and Restated Rights Agreement, dated as of November 28, 1995, and Amended and Restated as of March 28, 2000 (the "Rights Agreement"), between Becton, Dickinson and Company, a New Jersey corporation (the "Company"), and First Chicago Trust Company of New York, a New York corporation (the "Rights Agent"), as Rights Agent.

Recitals

A. The Company and the Rights Agent have heretofore executed and entered into the Rights Agreement.

B. The Board of Directors of the Company has determined that it is in the best interests of the Company and its stockholders to amend the Rights Agreement.

C. Pursuant to Section 27 of the Rights Agreement, therefore, the Board of Directors of the Company has resolved that an amendment to the Rights Agreement as set forth herein is necessary and desirable, and the Company and the Rights Agent desire to evidence such amendment in writing.

D. All acts and things necessary to make this Amendment a valid agreement, enforceable according to its terms have been done and performed, and the execution and delivery of this Amendment by the Company and the Rights Agent have been in all respects duly authorized by the Company and the Rights Agent.

In consideration of the foregoing and the mutual agreements set forth herein, the Company and the Rights Agent hereby amend the Rights Agreement as follows:

1. Section 1(a) of the Rights Agreement is amended and restated in its entirety as follows:

(a) "Acquiring Person" shall mean any Person who shall be the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding, but shall not include (i) the Company, (ii) any Subsidiary of the Company, (iii) any employee benefit plan of the Company or of any Subsidiary of the Company, (iv) any Person or entity organized, appointed or established by the Company for or pursuant to the terms of any such plan or (v) any Person who becomes the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding as a result of a reduction in the number of shares of Common Stock outstanding due to the repurchase of shares of Common Stock by the Company

unless and until such Person after becoming aware that such Person has become the Beneficial Owner of 15% or more of the then outstanding shares of Common Stock acquires beneficial ownership of additional shares of Common Stock representing 1% or more of the shares of Common Stock then outstanding. Notwithstanding the foregoing, if the Board of Directors of the Company determines in good faith that a Person who would otherwise be an "Acquiring Person," as defined pursuant to the foregoing provisions of this paragraph (a), has become such inadvertently, and such Person divests as promptly as practicable a sufficient number of Common Shares so that such Person would no longer be an "Acquiring Person," as defined pursuant to the foregoing provisions of this paragraph (a), then such Person shall not be deemed to be an "Acquiring Person" for any purposes of this Agreement.

2. Section 3 (a) of the Rights Agreement is amended and restated in its entirety as follows:

Section 3. Issue of Rights Certificates.

(a). Until the earlier of (i) the close of business on the tenth day after the Stock Acquisition Date (or, if the tenth day after the Stock Acquisition Date occurs before the Record Date, the close of business on the Record Date), or (ii) the close of business on the tenth business day (or such later date as the Board shall determine) after the date that a tender or exchange offer by any Person (other than the Company, any Subsidiary of the Company, any employee

benefit plan of the Company or of any Subsidiary of the Company, any Person or entity organized, appointed or established by the Company for or pursuant to the terms of any such plan) is first published or sent or given within the meaning of Rule 14d-2(a) of the General Rules and Regulations under the Exchange Act, if upon consummation thereof, such Person would be the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding (the earlier of (i) and (ii) being herein referred to as the "Distribution Date"), (x) the Rights will be evidenced (subject to the provisions of paragraph (b) of this Section 3) by the certificates for the Common Stock registered in the names of the holders of the Common Stock (which

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certificates for Common Stock shall be deemed also to be certificates for Rights) and not by separate certificates, and (y) the Rights will be transferable only in connection with the transfer of the underlying shares of Common Stock (including a transfer to the Company). As soon as practicable after the Distribution Date, the Rights Agent will send by first-class, insured, postage prepaid mail, to each record holder of the Common Stock as of the close of business on the Distribution Date, at the address of such holder shown on the records of the Company, one or more right certificates, in substantially the form of Exhibit A hereto (the "Rights Certificates"), evidencing one Right for each share of Common Stock so held, subject to adjustment as provided herein. In the event that an adjustment in the number of Rights per share of Common Stock has been made pursuant to Section 11(p) hereof, at the time of distribution of the Right Certificates, the Company shall make the necessary and appropriate rounding adjustments (in accordance with Section 14(a) hereof) so that Rights Certificates representing only whole numbers of Rights are distributed and cash is paid in lieu of any fractional Rights. As of and after the Distribution Date, the Rights will be evidenced solely by such Rights Certificates.

3. Section 27 of the Rights Agreement is amended and restated in its entirety as follows:

Section 27. Supplements and Amendments. Until such time as any Person becomes an Acquiring Person, the Company may and the Rights Agent shall, if the Company so directs, supplement or amend any provision of this Agreement without the approval of any holders of certificates representing shares of Common Stock. From and after such time as any Person becomes an Acquiring Person, and subject to the penultimate sentence of this Section 27, the Company may and the Rights Agent shall, if the Company so directs, supplement or amend this Agreement without the approval of any holders of Rights Certificates in order (i) to cure any ambiguity, (ii) to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions herein, (iii) to shorten or lengthen any time period hereunder, or (iv) to change or supplement the provisions hereunder in any manner which the Company

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may deem necessary or desirable and which shall not adversely affect the interests of the holders of Rights Certificates (other than an Acquiring Person or an Affiliate or Associate of an Acquiring Person); provided this Agreement may not be supplemented or amended to lengthen, pursuant to clause (iii) of this sentence, (A) a time period relating to when the Rights may be redeemed at such time as the rights are not then redeemable, or (B) any other time period unless such lengthening is for the purpose of protecting, enhancing or clarifying the rights of, and/or the benefits to, the holders of Rights. Without limiting the foregoing, the Company may at any time prior to such time as any Person becomes an Acquiring Person amend this Agreement to lower the thresholds set forth in Section 1(a) and 3(a) hereof to not less than 10% (the "Reduced Threshold"); provided, however, that no Person who beneficially owns a number of shares of Common Stock equal to or greater than the Reduced Threshold shall become an Acquiring Person unless such Person shall, after the public announcement of the Reduced Threshold, increase its beneficial ownership of the then outstanding shares of Common Stock (other than as a result of an acquisition of shares of Common Stock by the

Company) to an amount equal to or greater than the greater of (x) the Reduced Threshold or (y) the sum of (i) the lowest beneficial ownership of such Person as a percentage of the outstanding shares of Common Stock as of any date on or after the date of the public announcement of such Reduced Threshold plus (ii) .001%. Upon the delivery of a certificate from an appropriate officer of the Company which states that the proposed supplement or amendment is in compliance with the terms of this Section 27, the Rights Agent shall execute such supplement or amendment. Prior to such time as any Person becomes an Acquiring Person, the interests of the holders of Rights shall be deemed coincident with the interests of the holders of Common Stock.

4. Exhibit B of the Rights Agreement is amended and restated in its entirety as follows:

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SUMMARY OF RIGHTS TO PURCHASE
PREFERRED STOCK

On November 28, 1995, the board of Directors of Becton, Dickinson and Company (the "Company") declared a dividend distribution of one Right for each outstanding share of Common Stock to stockholders of record at the close of business on the expiration date of the prior Rights Agreement (the "Record Date"). Each Right initially entitled the registered holder to purchase from the Company one two-hundredths of a share of Preferred Stock, Series A, par value \$1.00 per share (the "Preferred Stock") at a Purchase Price of \$270, subject to adjustment. As a result of two two-for-one stock splits on July 23, 1996 and August 10, 1998, each Right then represented the right to purchase one eight-hundredths of a share of Preferred Stock at a Purchase Price of \$67.50 per one eight-hundredths of a share, subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement (the "Rights Agreement") between the Company and First Chicago Trust Company of New York, as Rights Agent, originally entered into on November 28, 1995 and amended and restated as of March 28, 2000.

Initially, the Rights will be attached to all Common Stock certificates representing shares then outstanding, and no separate Rights Certificates will be distributed. The Rights will separate from the Common Stock and a Distribution Date will occur upon the earlier of (i) 10 days following a public announcement that a person or group of affiliate or associated persons (an "Acquiring Person") has acquired, or obtained the right to acquire, beneficial ownership of 15% or more of the outstanding shares of Common Stock (the "Stock Acquisition Date"), other than as a result of repurchases of stock by the Company, or (ii) 10 business days (or such later date as the Board shall determine) following the commencement of a tender offer or exchange offer that would result in a person or group beneficially owning 15% or more of such outstanding shares of Common Stock. Until the Distribution Date, (i) the Rights will be evidenced by the Common Stock certificates and will be transferred with and only with such Common Stock certificates, (ii) new Common Stock certificates issued after the Record Date will contain a notation incorporating the Rights Agreement by reference and (iii) the surrender for transfer of any certificates for Common Stock outstanding will also constitute the transfer of the Rights associated with the Common Stock represented by such certificate. Pursuant to the Rights Agreement, the Company reserves the right to require prior

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to the occurrence of a Triggering Event (as defined below) that, upon any exercise of Rights, a number of Rights be exercised so that only whole shares of Preferred Stock will be issued.

The Rights are not exercisable until the Distribution Date and will expire at the close of business on April 25, 2006, unless earlier redeemed or exchanged by the Company as described below.

As soon as practicable after the Distribution Date, Rights Certificates will be mailed to holders of record of

the Common Stock as of the close of business on the Distribution Date and, thereafter, the separate Rights Certificates alone will represent the Rights. Except as otherwise determined by the Board of Directors, only shares of Common Stock issued prior to the Distribution Date will be issued with Rights.

In the event that a Person becomes the beneficial owner of more than 15% of the then outstanding shares of Common Stock, each holder of a Right will thereafter have the right to receive, upon exercise, Common Stock (or, in certain circumstances, cash, property or other securities of the Company) having a value equal to two times the exercise price of the Right. Notwithstanding any of the foregoing, following the occurrence of any of the events set forth in this paragraph, all Rights that are, or (under certain circumstances specified in the Rights Agreement) were, beneficially owned by any Acquiring Person will be null and void. However, Rights are not exercisable following the occurrence of either of the events set forth above until such time as the Rights are no longer redeemable by the Company as set forth below.

For example, at an exercise price of \$67.50 per Right, each Right not owned by an Acquiring Person (or by certain related parties) following an event set forth in the preceding paragraph would entitle its holder to purchase \$135 worth of Common Stock (or other consideration, as noted above) for \$67.50. Assuming that the Common Stock had a per share value of \$33.75 at such time, the holder of each valid Right would be entitled to purchase four shares of Common Stock for \$67.50.

In the event that, at any time following the Stock Acquisition Date, (i) the Company is acquired in a merger or other business combination transaction in which the Company is not the surviving corporation (other than a merger described in the second preceding paragraph), or (ii) 50% or more of the Company's assets or earning power is sold or transferred, each

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holder of a Right (except Rights which previously have been voided as set forth above) shall thereafter have the right to receive, upon exercise, common stock of the acquiring company having a value equal to two times the exercise price of the Right. The events set forth in this paragraph and in the second preceding paragraph are referred to as the "Triggering Events."

At any time after the acquisition by a person or group of affiliated or associated persons of beneficial ownership of 15% or more of the outstanding Common Shares and prior to the acquisition by such person or group of 50% or more of the outstanding Common Shares, the Board of Directors 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 share of Common Stock, or one eight-hundredths 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 (subject to adjustment).

At any time prior to the time any Person becomes an Acquiring Person, the Company may redeem the Rights in whole, but not in part, at a price of \$.01 per Right (payable in cash, Common Stock or other consideration deemed appropriate by the Board of Directors). Immediately upon the action of the Board of Directors ordering redemption of the Rights, the Rights will terminate and the only right of the holders of Rights will be to receive the \$.01 redemption price.

Until a Right is exercised, the holder thereof, as such, will have no rights as a stockholder of the Company, including, without limitation, the right to vote or to receive dividends. While the distribution of the Rights will not be taxable to stockholders or to the Company, stockholders may, depending upon the circumstances, recognize taxable income in the event that the Rights become exercisable for Common Stock (or other consideration) of the Company or for common stock of the acquiring company as set forth above.

Any of the provisions of the Rights Agreement may be amended by the Board of Directors of the Company prior to the acquisition by a person or group of affiliated or prior to the time any Person becomes an Acquiring Person. Thereafter, the provisions of the Rights Agreement may be amended by the Board in order to cure any ambiguity, to make changes which do not adversely affect the interests of holders of Rights, or to shorten or lengthen any time period under the Rights Agreement;

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provided, however, that no amendment to adjust the time period governing redemption shall be made at such time as the Rights are not redeemable.

A copy of the Rights Agreement has been filed with the Securities and Exchange Commission as an Exhibit to a Registration Statement on Form 8-A. A copy of the Rights Agreement is available free of charge from the Company. This summary description of the Rights does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, which is incorporated herein by reference.

5. This Amendment to the Rights Agreement shall be governed by and construed in accordance with the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State.

6. This Amendment to the Rights Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Terms not defined herein shall, unless the context otherwise requires, have the meanings assigned to such terms in the Rights Agreement.

7. In all respects not inconsistent with the terms and provisions of this Amendment to the Rights Agreement, the Rights Agreement is hereby ratified, adopted, approved and confirmed. In executing and delivering this Amendment, the Rights Agent shall be entitled to all the privileges and immunities afforded to the Rights Agent under the terms and conditions of the Rights Agreement.

8. If any term, provision, covenant or restriction of this Amendment to the Rights Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment to the Rights Agreement, and of the Rights Agreement, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and attested, all as of the date and year first above written.

Attest: BECTON, DICKINSON AND COMPANY

By: /s/ BRIDGET M. HEALY

Name: BRIDGET M. HEALY
Title: Vice President

By: /s/ EDWARD J. LUDWIG

Name: EDWARD J. LUDWIG
Title: Chief Executive Officer
and President

Attest: FIRST CHICAGO TRUST COMPANY OF
NEW YORK

By: /s/ CRAIG F. BROOMFIELD

Name: CRAIG F. BROOMFIELD
Title: Senior Account Manager

By: /s/ CHARLES D. KERYS

Name: CHARLES D. KERYS
Title: Managing Director

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