

**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 20, 2019**

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))

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|-------------------------------|----------------------|--|
| Common Stock, \$.01 par value | LEG | New York Stock Exchange |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

The information contained in Item 5.02 is incorporated by reference into this item.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 20, 2019, the Company entered into a [Confidentiality Letter Agreement](#) with Jeffrey L. Tate, the Company's newly appointed Executive Vice President and Chief Financial Officer. The Company previously filed a [Form 8-K](#) on August 6, 2019 where we reported the appointment of Mr. Tate on August 6, 2019, which will become effective September 3, 2019, his biographical information, business experience, term of office, compensation and other agreements with the Company, all of which is incorporated by reference herein.

Although (i) Mr. Tate will not begin to function as, or assume the role of, Executive Vice President and Chief Financial Officer until September 3, 2019, and (ii) the Confidentiality Letter Agreement was not contemplated by either party at the time of the appointment, the Company subsequently desired to deliver, and Mr. Tate desired to receive, certain information about the Company prior to his September 3, 2019 start date to begin the Company's on-boarding process. Mr. Tate agreed to keep the Company's non-public information confidential and only to use the information to prepare for his future service as an executive officer of the Company.

The Confidentiality Letter Agreement will terminate upon the effectiveness of Mr. Tate's appointment as Executive Vice President and Chief Financial Officer of the Company. The disclosure above is only a brief description of the Confidentiality Letter Agreement and is qualified in its entirety by such agreement with Mr. Tate, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT INDEX

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
| 10.1 | Confidentiality Letter Agreement between the Company and Jeffrey L. Tate, dated August 20, 2019 |
| 101.INS | Inline XBRL Instance Document (the instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document) |
| 101.SCH | Inline XBRL Taxonomy Extension Schema |
| 101.LAB | Inline XBRL Taxonomy Extension Label Linkbase |
| 101.PRE | Inline XBRL Taxonomy Extension Presentation Linkbase |
| 104 | Cover Page Interactive Data File (embedded within the inline XBRL document contained in Exhibit 101) |

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 22, 2019

By: _____ /S/ SCOTT S. DOUGLAS

Scott S. Douglas
Senior Vice President –
General Counsel & Secretary

Confidentiality Letter Agreement

August 20, 2019

Jeffrey L. Tate

Jeff:

On August 6, 2019, you were appointed Executive Vice President and Chief Financial Officer of Leggett & Platt, Incorporated (together with its subsidiaries and affiliates, the "Company") to be effective September 3, 2019. Although you will not begin to function as, or assume the role of, Executive Vice President and Chief Financial Officer until September 3, 2019, the Company desires to deliver, and you have indicated your desire to receive, certain information about the Company prior to September 3, 2019 to begin the Company's on-boarding process. In connection with your future service as an executive officer of the Company, you may be provided certain information which the Company wishes to keep confidential, including, but not limited to, information related to the Company's governance, board of directors, management, plans, strategies, business, earnings forecasts, financing arrangements, banking relationships, financial statements, accounting records, risk management, tax strategies and positions, customers, products, manufacturing, marketing, distribution, research and development, intellectual property, trade secrets, employees, pricing data, and any other non-public information delivered to you under this Letter Agreement by the Company, including whether any such information is in written, oral, electronic, website-based, or other form (collectively, "Confidential Information"). Except as provided in this Letter Agreement, you agree not to disclose any Confidential Information to third parties or use any Confidential Information for any purpose other than in connection with the preparation of your future service as an executive officer of the Company, without in each instance securing the prior written consent of Company. Also, you agree not to use the Confidential Information to trade in the Company's securities.

Confidential Information does not include information which (a) is or becomes known publicly through no fault of yours; or (b) you have learned from a third party who you believe in good faith is entitled to disclose it.

If you are requested or become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, you agree to use reasonable best efforts to provide the Company with notice of such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Letter Agreement. If a protective order or other remedy is not obtained, or the Company waives compliance, you may furnish such portion of the Confidential Information that you are legally required to disclose and will use reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information.

This Letter Agreement will terminate on the effectiveness of your appointment as Executive Vice President and Chief Financial Officer of the Company.

This Letter Agreement shall be governed and construed under the laws of the State of Missouri without regard to conflict of laws principles.

Leggett & Platt, Incorporated

By: /s/ Scott S. Douglas

Title: Senior Vice President -
General Counsel & Secretary

Agreed this 20th day of August, 2019

/s/ Jeffrey L. Tate

Jeffrey L. Tate