

**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) February 26, 2024

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

**Executive Officer Retirement**

On February 26, 2024, Steven K. Henderson, the Company's Executive Vice President, President – Specialized Products and Furniture, Flooring & Textile Products, notified the Company of his decision to retire from the Company, effective April 1, 2024.

In accordance with our succession plan, R. Samuel Smith, Jr., age 56, will succeed Mr. Henderson as Senior Vice President, President – Furniture, Flooring & Textile Products, effective April 2, 2024. Mr. Smith has served the Company as President – Home Furniture Group since 2020, VP Operations – Home Furniture Group from 2019 to 2020, and VP Operations – Seating & Distribution from 2018 to 2019 after joining the Company in 2014 as the general manager of Matrex, a Home Furniture operation. Prior to Leggett, Mr. Smith served as Chief Operating Officer for a medical billing company, and he spent sixteen years at Unifi, Inc., a multinational textile fiber processor in various engineering, sales, and general management roles. Mr. Smith holds a bachelor's degree in economics from Davidson College.

J. Mitchell Dolloff, the Company's President and Chief Executive Officer will oversee the Specialized Products segment on an interim basis, beginning April 2, 2024. There will be no changes to Mr. Dolloff's compensation in connection with this interim role.

Biographical information, including business experience, of Mr. Dolloff can be found under the Supplemental Item "Information About Our Executive Officers" in the Company's [Form 10-K](#) filed February 27, 2024, and is incorporated by reference. None of the above persons has any (i) family relationships required to be disclosed pursuant to Item 401(d) of Regulation S-K, or (ii) related person transactions with the Company required to be disclosed pursuant to Item 404(a) of Regulation S-K.

**Approval of 2024 Base Salaries for Named Executive Officers**

On February 26, 2024, the Human Resources and Compensation Committee of the Board of Directors (the "Committee"), except as provided below, approved the following 2024 base salaries for our principal executive officer, principal financial officer, and other named executive officers.

<u>Named Executive Officers<sup>1</sup></u>	<u>2023 Annual Base Salary Rate</u>	<u>2024 Annual Base Salary Rate</u>
<b>J. Mitchell Dolloff</b> , <i>President &amp; CEO</i>	\$ 1,120,000	\$ 1,120,000
<b>Benjamin M. Burns</b> <sup>2</sup> , <i>EVP &amp; CFO</i>	\$ 500,000	\$ 550,000
<b>Steven K. Henderson</b> <sup>3</sup> , <i>EVP, President – Specialized Products and Furniture, Flooring &amp; Textile Products</i>	\$ 560,000	\$ 560,000
<b>J. Tyson Hagale</b> , <i>EVP, President – Bedding Products</i>	\$ 560,000	\$ 580,000

<sup>1</sup> Scott S. Douglas was the Company's SVP – General Counsel & Secretary through December 31, 2023 and retired from the Company on February 2, 2024. He received an annual base salary rate of \$502,000 in 2023. Mr. Douglas' annual base salary rate was reduced to \$251,000 from January 1, 2024 until his retirement date. Karl G. Glassman is the Company's former Executive Chairman. His 2023 annual base salary rate was \$750,000 until his retirement on May 4, 2023. Jeffrey L. Tate is the Company's former EVP & CFO, who departed the Company on June 21, 2023. His annual base salary rate was \$627,000 in 2023 until his departure. Messrs. Glassman and Tate were listed as Named Executive Officers in the Company's 2023 proxy statement. Messrs. Douglas and Tate are expected to be listed as Named Executive Officers in the Company's 2024 proxy statement. None of these executives are currently employed by the Company, and Messrs. Glassman and Tate were not paid a base salary in 2024.

- 2 Mr. Burns was appointed EVP & Chief Financial Officer on June 21, 2023. His base salary rate was increased from \$350,000 to \$500,000 effective June 26, 2023.
- 3 On February 26, 2024, Mr. Henderson notified the Company of his decision to retire effective April 1, 2024. As such, Mr. Henderson did not receive an increase in his 2024 base salary rate.

**Setting of 2024 Target Percentages under the Key Officers Incentive Plan for Named Executive Officers**

Except as provided below, the named executive officers will be eligible to receive an annual cash incentive under the Key Officers Incentive Plan (the “KOIP”). Each executive’s cash award is to be calculated by multiplying his annual base salary at the end of the KOIP plan year by a percentage set by the Committee (the “Target Percentage”), then applying the award formula adopted by the Committee for that year. The Award Formula in 2024 establishes two performance criteria: (i) Earnings Before Interest, Taxes, Depreciation and Amortization (“EBITDA”) (65% Relative Weight), and (ii) Cash Flow, or the alternative of Free Cash Flow (“FCF”) for Mr. Hagale (35% Relative Weight). The Target Percentages for 2024 for the principal executive officer, principal financial officer, and other named executive officers were set on February 26, 2024 and are shown in the following table.

<u>Named Executive Officers<sup>1</sup></u>	<u>2023 KOIP Target Percentage</u>	<u>2024 KOIP Target Percentage</u>
<b>J. Mitchell Dolloff</b> , <i>President &amp; CEO</i>	125%	135%
<b>Benjamin M. Burns</b> <sup>2</sup> , <i>EVP &amp; CFO</i>	80%	80%
<b>Steven K. Henderson</b> <sup>3</sup> , <i>EVP, President – Specialized Products and Furniture, Flooring &amp; Textile Products</i>	80%	N/A
<b>J. Tyson Hagale</b> , <i>EVP, President – Bedding Products</i>	80%	80%

- 1 Scott S. Douglas had a 2023 KOIP Target Percentage of 70%. Karl G. Glassman had a 2023 KOIP Target Percentage of 100% and his incentive payout was prorated through his retirement date of May 4, 2023. Jeffrey L. Tate had a 2023 KOIP Target Percentage of 80% which pursuant to a mutual separation agreement, he will receive a lump sum payment equal to one-half the amount he otherwise would have received had he remained employed through December 31, 2023. None will participate in the KOIP in 2024.
- 2 Mr. Burns was appointed EVP & CFO on June 21, 2023. His 2023 KOIP Target Percentage was increased from 50% to 80% at that time, which was prorated for the year.
- 3 On February 26, 2024, Mr. Henderson notified the Company of his decision to retire effective April 1, 2024. As such, Mr. Henderson will not participate in the KOIP in 2024.

Attached and incorporated herein by reference as [Exhibit 10.1](#) is the Company’s updated Summary Sheet of Executive Cash Compensation.

## Amendment to the Company's Key Officers Incentive Plan

On February 26, 2024, the Committee amended the KOIP to reflect the adoption of the Company's Incentive Compensation Recovery Policy and to provide that the awards under the KOIP are subject to such policy. Attached and incorporated herein by reference as [Exhibit 10.2](#) is the Company's Key Officers Incentive Plan, amended and restated, effective February 26, 2024.

## Adoption of 2024 Award Formula under the Company's Key Officers Incentive Plan

Our executive officers earn an annual cash incentive paid under the KOIP, based on achieving certain performance objectives for the year. On February 26, 2024, the Committee adopted the 2024 Award Formula (the "2024 KOIP Award Formula") under the KOIP. The 2024 KOIP Award Formula is applicable to the Company's executive officers, including Messrs. Dolloff, Burns and Hagale. Under the 2024 KOIP Award Formula, an executive officer is eligible to receive a cash award calculated by multiplying his or her annual base salary at the end of the year by the Target Percentage, then applying weighted achievement percentages for the performance objectives. Corporate Participants and Profit Center Participants have separate award calculations based on factors defined in the 2024 KOIP Award Formula as follows:

Participant Type	Performance Objectives	Relative Weight
Corporate Participants (Dolloff & Burns)	Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA)	65%
	Cash Flow	35%
Profit Center Participants (Hagale)	EBITDA	65%
	Free Cash Flow (FCF)	35%

**Corporate Participants.** J. Mitchell Dolloff (*President & CEO*) and Benjamin M. Burns (*EVP & CFO*) are Corporate Participants. Awards for Corporate Participants are determined by the Company's aggregate 2024 financial results. No awards will be paid for EBITDA achievement below \$413 million or Cash Flow below \$325 million. The maximum payout percentages for EBITDA and Cash Flow achievement are each capped at 200%.

Below are the 2024 Corporate Targets and Payout Schedule. Payouts will be interpolated for achievement levels falling between those in the schedule. Financial results from acquisitions are excluded from the calculations in the year of acquisition. Financial results from divestitures will be included in the calculations; however, the EBITDA and Cash Flow targets relating to the divested businesses will be prorated to reflect only that portion of the year prior to the divestiture. Financial results from businesses classified as discontinued operations will be included in the calculations. Financial results will exclude (i) certain currency and hedging-related gains and losses, (ii) gains and losses from asset disposals, and (iii) items that are outside the scope of the Company's core, on-going business activities, including changes to the Company's capital allocation priorities and related uses of cash. EBITDA and Cash Flow are adjusted for all items of gain, loss or expense for the fiscal year, as determined in accordance with GAAP, (i) from non-cash impairments, (ii) related to loss contingencies identified in footnotes to the financial statements in the Company's 2023 Form 10-K, (iii) related to the disposal of a segment of a business, or (iv) related to a change in accounting principle.

**2024  
Corporate Targets and Payout Schedule**

Achievement	EBITDA			Cash Flow	
		Payout		Achievement	Payout
< \$413.00M		0%		<\$ 325.00M	0%
\$413.00M		50%	Threshold	\$ 325.00M	50%
\$441.00M		100%	Target	\$ 350.00M	100%
\$551.25M		200%	Maximum	\$ 437.50M	200%

**Profit Center Participants.** J. Tyson Hagale (*EVP, President – Bedding Products*) is a Profit Center Participant. Achievement for EBITDA and FCF targets for Profit Center Participants is determined by aggregate 2024 financial results for the Profit Centers for which the participant is responsible. For Profit Center Participants, no awards are paid for achievement below the established EBITDA and FCF thresholds. The EBITDA and FCF payouts are each capped at 200%.

Below are the 2024 Profit Center Targets for Mr. Hagale. Payouts will be interpolated for achievement levels falling between those in the schedule. Financial results for each profit center may include a critical compliance adjustment, ranging from a potential 5% increase for exceptional safety performance to a 20% deduction for critical compliance failures. Financial results from acquisitions are excluded from the calculations in the year of acquisition. Financial results from divestitures will be included in the calculations; however, the EBITDA and FCF targets relating to the divested businesses will be prorated to reflect only the portion of the year prior to the divestiture. Financial results from businesses classified as discontinued operations will be included in the calculations.

Financial results will exclude (i) results from non-operating branches, (ii) certain currency and hedging-related gains and losses, (iii) gains and losses from asset disposals, (iv) items that are outside the scope of the Company's core, on-going business activities or relating to any other special events or change in business conditions, including changes to the Company's capital allocation priorities and related uses of cash and (v) the impact of corporate allocations. EBITDA and FCF are adjusted for all items of gain, loss or expense for the fiscal year, as determined in accordance with GAAP, (i) from non-cash impairments, (ii) related to loss contingencies identified in footnotes to the financial statements in the Company's 2023 Form 10-K, (iii) related to the disposal of a segment of a business, or (iv) related to a change in accounting principle.

**2024 Profit Center Targets**

Segment	EBITDA			Free Cash Flow		
	Threshold 50% Payout	Target 100% Payout	Maximum 200% Payout	Threshold 50% Payout	Target 100% Payout	Maximum 200% Payout
Bedding Products	\$ 165.60M	\$ 176.80M	\$ 221.00M	\$ 130.80M	\$ 140.90M	\$ 176.10M

The definitions of EBITDA, Cash Flow and Free Cash Flow and a sample calculation are included in the 2024 KOIP Award Formula, which is attached and incorporated herein by reference as [Exhibit 10.3](#).

## Setting of Long-Term Incentive Award Multiples for Named Executive Officers

Each year, equity-based long-term incentive (“LTI”) awards are granted to our named executive officers and other executives of the Company. Each named executive officer has an LTI award multiple (approved by the Committee), which is allocated between performance stock units (“PSUs”) making up 60% of the overall 2024 LTI award and restricted stock units (“RSUs”) making up 40% of the overall 2024 LTI award. The number of PSUs and RSUs to be granted to each executive is determined by multiplying the executive’s 2024 annual base salary by his or her respective LTI award multiple and dividing this amount by the average closing price of the Company’s common stock for the 10 trading days following the 2023 fourth quarter earnings release. Below are the 2024 LTI award multiples set by the Committee on February 26, 2024, and the 2023 LTI award multiples set by the Committee on February 22, 2023 for our named executive officers:

Named Executive Officers <sup>1</sup>	2023 LTI Multiple	2024 LTI Multiple
<b>J. Mitchell Dolloff</b> , <i>President &amp; CEO</i>	460%	460%
<b>Benjamin M. Burns</b> , <i>EVP &amp; CFO</i>	80%	200%
<b>Steven K. Henderson</b> <sup>2</sup> , <i>EVP, President – Specialized Products and Furniture, Flooring &amp; Textile Products</i>	200%	N/A
<b>J. Tyson Hagale</b> , <i>EVP, President – Bedding Products</i>	200%	200%

<sup>1</sup> Scott S. Douglas had a 2023 LTI Multiple of 175%, Karl G. Glassman had a 2023 LTI Multiple of 84% and Jeffrey L. Tate had a 2023 LTI Multiple of 250%. None received LTI awards in 2024.

<sup>2</sup> On February 26, 2024, Mr. Henderson notified the Company of his decision to retire effective April 1, 2024. As such, Mr. Henderson did not receive an LTI award multiple and did not receive PSUs or RSUs in 2024. In the past, Mr. Henderson received, in addition to any RSUs awarded pursuant to the LTI award multiple, 4,000 RSUs annually in connection with his [Agreement](#) with the Company, dated November 4, 2019, which was filed February 24, 2021 as Exhibit 10.4 to the Company’s Form 8-K (the “*Agreement*”). Because of his announced retirement, Mr. Henderson did not receive the additional 4,000 RSUs in 2024 because, pursuant to the terms of the 2021 Form of Restricted Stock Unit Award Agreement, the RSUs would be forfeited on his retirement date. The Agreement will terminate by its terms when Mr. Henderson ceases to be a full-time employee of the Company on April 1, 2024.

The PSUs will be granted pursuant to the Company’s [2024 Form of Performance Stock Unit Award Agreement](#), attached hereto and incorporated herein by reference as [Exhibit 10.6](#). The RSUs will be granted pursuant to the Company’s [2021 Form of Restricted Stock Unit Award Agreement](#), filed February 24, 2021 as Exhibit 10.6 to the Company’s Form 8-K, which is incorporated herein by reference.

## Adoption of the Company’s 2024 Form of Performance Stock Unit Award Agreement

On February 26, 2024, the Committee adopted the Company’s Form of Performance Stock Unit Award Agreement for 2024 (the “*2024 Form of PSU Award*”). The 2024 Form of PSU Award includes two performance objectives, which are described below. The executives’ base payout percentage will be determined by the level of achievement of the performance objectives, but will be adjusted by applying a multiplier based on Relative TSR. The payout percentage is capped at 200%.

**EBITDA.** Fifty percent (50%) of the award will be based on the Company’s cumulative Earnings Before Interest, Taxes, Depreciation and Amortization (“*EBITDA*”) during the three-year Performance Period.

**ROIC.** Fifty percent (50%) of the award will be based on the Company's Return on Invested Capital ("*ROIC*") during the three-year Performance Period. ROIC is calculated as (i) the Company's average net operating profit after tax in the first, second and third years of the Performance Period divided by (ii) the Company's average Invested Capital on the last day of the fiscal year immediately preceding the Performance Period and the last day of the first, second and third years of the Performance Period. "*Invested Capital*" is the sum of shareholder equity, long-term debt and short-term debt, less cash and cash equivalents.

**Relative TSR Multiplier.** The combined EBITDA and ROIC results are subject to a payout multiplier based upon the Company's Total Shareholder Return ("*TSR*") compared to a peer group consisting of all the companies in the Industrial, Consumer Discretionary, and Materials sectors of the S&P 500 and S&P 400 ("*Relative TSR*"). TSR is calculated as:

$$\text{(Ending Stock Price – Beginning Stock Price + Reinvested Dividends) / Beginning Stock Price}$$

The "*Beginning Stock Price*" is the average closing share price of the Company's stock for the last 20 trading days prior to the Performance Period. The "*Ending Stock Price*" is the average closing share price of the Company's stock for the last 20 trading days within the Performance Period. There is a 25% reduction (a multiplier of 0.75) in the payout if the Company's Relative TSR ranks in the bottom quartile, a 25% increase (a multiplier of 1.25) if the Company's Relative TSR ranks in the top quartile, and an adjustment determined on a linear basis if the Company's Relative TSR ranks in between these levels. The Relative TSR multiplier cannot be applied to make the award's total payout exceed the maximum 200%, and, if the Company's absolute TSR for the Performance Period is negative (Ending Stock Price plus Reinvested Dividends is less than Beginning Stock Price), application of the Relative TSR multiplier may not increase the Award's total payout above 100%.

The base payout percentage is determined by the level of achievement of EBITDA and ROIC according to the schedules below.

<u>EBITDA</u> <u>\$</u>	<u>EBITDA</u> <u>Vesting %</u>	<u>ROIC</u> <u>%</u>	<u>ROIC</u> <u>Vesting %</u>
<\$1,320.00M	0%	<7.9%	0%
\$1,320.00M	70%	7.9%	50%
\$1,485.00M	100%	9.3%	100%
\$1,650.00M	200%	10.7%	200%

Payouts will be interpolated for results falling between the levels shown. The base payout percentage will be adjusted by applying the Relative TSR multiplier as determined by the Company's Relative TSR percentage during the Performance Period according to the following schedule.

<u>Relative</u> <u>TSR</u> <u>Percentile</u>	<u>Relative</u> <u>TSR</u> <u>Multiplier</u>
<25 <sup>th</sup>	0.75
25 <sup>th</sup>	0.75
50 <sup>th</sup>	1.00
75 <sup>th</sup>	1.25
>75 <sup>th</sup>	1.25

The multiplier will be interpolated for results falling between the levels shown. The terms and conditions related to the calculations of EBITDA and ROIC can be found in the [2024 Form of PSU Award](#) attached hereto and incorporated herein as [Exhibit 10.6](#).

## General Terms and Conditions

The PSUs normally vest on the last day of the Performance Period. Generally, if the executive has a separation from service, other than for retirement, death, or disability, before the PSUs vest, they are immediately forfeited. In the event of retirement, the award will vest at the end of the Performance Period and will be prorated for the number of days employed during the Performance Period prior to termination. Retirement is defined as a termination other than for cause occurring on or after age 65, or the combination of the executive's age and years of service being greater than or equal to 70 years. In the case of termination due to death or disability, the award will vest immediately at 100% of the base award.

Fifty percent (50%) of the vested PSU award will be paid out in cash, and the Company intends to pay out the remaining fifty percent (50%) in shares of Company common stock, although the Company reserves the right, except for distributions to persons subject to Section 16 of the Securities Exchange Act of 1934, as amended, to pay up to one hundred percent (100%) in cash. The awards will be paid following the end of the Performance Period but no later than March 15 of the year following the Performance Period. Cash will be paid equal to the number of vested PSUs multiplied by the closing market price of Company common stock on the last business day of the Performance Period. Shares will be issued on a one-to-one basis for vested PSUs. Both the amount of cash paid, and number of shares issued will be reduced for applicable tax withholding. PSUs may not be transferred, assigned, pledged or otherwise encumbered, and have no voting or dividend rights.

Under certain circumstances, if a change in control of the Company occurs and the executive's employment is terminated, the PSU award will vest and the executive will receive a 200% payout. Also, any award to the Company's officers who are subject to Section 16 under the Securities Exchange Act of 1934 is subject to the terms of the Company's Incentive Compensation Recovery Policy, as adopted in November 2023, which provides for the repayment of any incentive compensation amount paid in excess of the amount that would have been paid based on restated financials. Finally, the PSU awards contain non-competition and non-solicitation covenants during employment and generally for one year after payout.

The foregoing is only a summary of the 2024 Form of Performance Stock Unit Award Agreement and is qualified in its entirety by reference to the 2024 Form of PSU Award, which is filed as [Exhibit 10.6](#) to this Form 8-K and is incorporated herein by reference.

## Grant of Performance Stock Units

On February 26, 2024, the Committee granted PSU awards to our named executive officers under the 2024 Form of PSU Award. The number of PSUs granted to the executive was determined by multiplying the executive's 2024 annual base salary by 60% of the LTI award multiple (approved by the Committee) and dividing this amount by the average closing share price of the Company's common stock for the 10 trading days following the prior year fourth quarter earnings release. The PSUs were granted to our named executive officers in the amounts shown below.



<u>Named Executive Officer</u> <sup>1</sup>	<u>Threshold Payout of PSUs (60% Payout)</u> <sup>2</sup>	<u>Base Award Target Payout of PSUs (100% Payout)</u>	<u>Maximum Payout of PSUs (200% Payout)</u>
<b>J. Mitchell Dolloff</b> , <i>President &amp; CEO</i>	91,429	152,381	304,762
<b>Benjamin M. Burns</b> , <i>EVP &amp; CFO</i>	19,521	32,535	65,070
<b>Steven K. Henderson</b> <sup>3</sup> , <i>EVP, President – Specialized Products and Furniture, Flooring &amp; Textile Products</i>	N/A	N/A	N/A
<b>J. Tyson Hagale</b> , <i>EVP, President – Bedding Products</i>	20,585	34,309	68,618

<sup>1</sup> Scott S. Douglas, Karl G. Glassman and Jeffrey L. Tate did not receive a grant of PSUs in 2024.

<sup>2</sup> If EBITDA and ROIC are achieved at their respective thresholds, and the Relative TSR Multiplier is 1.00, the payout percentage would be 60%.

<sup>3</sup> On February 26, 2024, Mr. Henderson notified the Company of his decision to retire effective April 1, 2024. As such, Mr. Henderson did not receive a grant of PSUs for 2024.

### Grant of Restricted Stock Units

On February 26, 2024, the Committee granted RSUs to our named executive officers in the amounts shown below. The number of RSUs granted to the executive was determined by multiplying the executive's 2024 annual base salary by 40% of the LTI award multiple (approved by the Committee) and dividing this amount by the average closing share price of the Company's common stock for the 10 trading days following the prior year fourth quarter earnings release.

<u>Named Executive Officer</u> <sup>1</sup>	<u>RSU Award</u>
<b>J. Mitchell Dolloff</b> , <i>President &amp; CEO</i>	101,587
<b>Benjamin M Burns</b> , <i>EVP &amp; CFO</i>	21,690
<b>Steven K. Henderson</b> <sup>2</sup> , <i>EVP, President – Specialized Products and Furniture, Flooring &amp; Textile Products</i>	N/A
<b>J. Tyson Hagale</b> , <i>EVP, President – Bedding Products</i>	22,873

<sup>1</sup> Scott S. Douglas, Karl G. Glassman and Jeffrey L. Tate did not receive a grant of RSUs in 2024.

<sup>2</sup> On February 26, 2024, Mr. Henderson notified the Company of his decision to retire effective April 1, 2024. As such, Mr. Henderson did not receive a grant of RSUs for 2024.

The RSUs generally vest, provided that the executive remains employed with the Company, in one-third (1/3) increments on the first, second, and third anniversaries of the grant date. In the event of retirement, the RSUs continue to vest on each of the vesting dates. In the event of death or disability, the RSUs vest immediately. Upon vesting, each RSU is converted into one share of Company common stock and distributed, subject to reduction for required tax withholding.

For the general terms and conditions of the RSU award, reference is made to the [2021 Form of Restricted Stock Unit Award Agreement](#), filed February 24, 2021 as Exhibit 10.6 to the Company's Form 8-K and is incorporated herein by reference.

The PSU and RSU awards are granted under the Company's [Flexible Stock Plan](#), as amended and restated effective May 15, 2020, filed March 31, 2020 as an Appendix to the Company's Proxy Statement for the Annual Meeting of Shareholders, which is incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

The Company issued a [press release](#) on February 27, 2024 regarding certain management changes, which is incorporated herein by reference as Exhibit 99.1.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1***	<a href="#">Summary Sheet of Executive Cash Compensation</a>
10.2***	<a href="#">Company's Key Officers Incentive Plan, amended and restated, effective February 26, 2024</a>
10.3***	<a href="#">2024 Key Officers Incentive Plan Award Formula</a>
10.4**	<a href="#">Company's Flexible Stock Plan, as amended and restated effective May 15, 2020, filed March 31, 2020 as an Appendix to the Company's Proxy Statement, is incorporated by reference. (SEC File No. 001-07845)</a>
10.5**	<a href="#">Agreement between the Company and Steven K. Henderson, dated November 4, 2019 (regarding annual award of 4,000 restricted stock units) filed February 24, 2021 as Exhibit 10.4 to the Company's Form 8-K, is incorporated by reference. (SEC File No. 001-07845)</a>
10.6***	<a href="#">2024 Form of Performance Stock Unit Award Agreement</a>
10.7**	<a href="#">2021 Form of Restricted Stock Unit Award Agreement, filed February 24, 2021 as Exhibit 10.6 to the Company's Form 8-K, is incorporated by reference. (SEC File No. 001-07845)</a>
99.1***	<a href="#">Press Release dated February 27, 2024</a>
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)

\* Denotes filed herewith.

\*\* Denotes management contract or compensatory plan or arrangement.

\*\*\* Denotes furnished 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: February 28, 2024

By: \_\_\_\_\_ /s/ JENNIFER J. DAVIS

**Jennifer J. Davis**  
**Executive Vice President –**  
**General Counsel**

## SUMMARY SHEET OF EXECUTIVE CASH COMPENSATION

This Summary Sheet contains (i) the 2023 annual base salary rates and target percentages under the Key Officers Incentive Plan (“KOIP”) adopted on February 22, 2023 for our named executive officers, except for Benjamin M. Burns, whose salary and target percentage were adopted on June 21, 2023, and (ii) the 2024 annual base salary rates and target percentages under the KOIP for our named executive officers adopted on February 26, 2024.

Named Executive Officers <sup>1</sup>	2023 Annual Base Salary Rate	2024 Annual Base Salary Rate
<b>J. Mitchell Dolloff</b> , <i>President &amp; CEO</i>	\$ 1,120,000	\$ 1,120,000
<b>Benjamin M. Burns</b> <sup>2</sup> , <i>EVP &amp; CFO</i>	\$ 500,000	\$ 550,000
<b>Steven K. Henderson</b> <sup>3</sup> , <i>EVP, President – Specialized Products and Furniture, Flooring &amp; Textile Products</i>	\$ 560,000	\$ 560,000
<b>J. Tyson Hagale</b> , <i>EVP, President – Bedding Products</i>	\$ 560,000	\$ 580,000

- <sup>1</sup> Scott S. Douglas was the Company’s SVP & General Counsel through December 31, 2023 and retired from the Company on February 2, 2024. He received an annual base salary rate of \$502,000 in 2023. Mr. Douglas’ annual base salary rate was reduced to \$251,000 from January 1, 2024 until his retirement date. Karl G. Glassman is the Company’s former Executive Chairman. His 2023 annual base salary rate was \$750,000 until his retirement on May 4, 2023. Jeffrey L. Tate is the Company’s former EVP & CFO, who departed the Company on June 21, 2023. His annual base salary rate was \$627,000 in 2023 until his departure. Messrs. Glassman and Tate were listed as Named Executive Officers in the Company’s 2023 proxy statement. Messrs. Douglas and Tate are expected to be listed as Named Executive Officers in the Company’s 2024 proxy statement. None of these executives are currently employed by the Company, and Messrs. Glassman and Tate were not paid a base salary in 2024.
- <sup>2</sup> Mr. Burns was appointed EVP & CFO on June 21, 2023. His base salary rate was increased from \$350,000 to \$500,000, effective June 26, 2023.
- <sup>3</sup> On February 26, 2024, Mr. Henderson notified the Company of his decision to retire effective April 1, 2024. As such, Mr. Henderson did not receive an increase in his 2024 base salary rate.

The named executive officers were eligible to receive an annual cash incentive for 2023 and Messrs. Dolloff, Burns and Hagale will be eligible to receive an annual cash incentive for 2024 under the KOIP (filed February 28, 2024, as Exhibit 10.2 to the Company’s Form 8-K) in accordance with the KOIP Award Formula adopted for each respective year. The 2023 KOIP Award Formula is attached as Exhibit 10.1 to the Company’s Form 8-K filed March 10, 2023. The 2024 KOIP Award Formula is attached as Exhibit 10.3 to the Company’s Form 8-K filed February 28, 2024. The cash award for 2023 was calculated, and for 2024 will be calculated, by multiplying the executive’s annual base salary at the end of the KOIP plan year by a percentage set by the Committee (the “Target Percentage”), then applying the award formula adopted by the Human Resources and Compensation Committee for the respective year. The Award Formula in 2023 established, and in 2024 will establish two performance criteria: (i) Earnings Before Interest, Taxes, Depreciation and Amortization (65% Relative Weight) and Cash Flow, or Free Cash Flow for Mr. Hagale (35% Relative Weight).

The Target Percentages for 2023 and 2024 for our named executive officers are shown in the following table.

<u>Named Executive Officers<sup>1</sup></u>	<u>2023 KOIP Target Percentage</u>	<u>2024 KOIP Target Percentage</u>
<b>J. Mitchell Dolloff</b> , <i>President &amp; CEO</i>	125%	135%
<b>Benjamin M. Burns</b> <sup>2</sup> , <i>EVP &amp; CFO</i>	80%	80%
<b>Steven K. Henderson</b> <sup>3</sup> , <i>EVP, President – Specialized Products and Furniture, Flooring &amp; Textile Products</i>	80%	N/A
<b>J. Tyson Hagale</b> , <i>EVP, President – Bedding Products</i>	80%	80%

<sup>1</sup> Scott S. Douglas had a 2023 KOIP Target Percentage of 70%. Karl G. Glassman had a 2023 KOIP Target Percentage of 100% and his incentive payment was prorated through his retirement date of May 4, 2023. Jeffrey L. Tate had a 2023 KOIP Target Percentage of 80% which pursuant to a mutual separation agreement, he will receive a lump sum payment equal to one-half the amount he otherwise would have received had he remained employed through December 31, 2023. None will participate in the KOIP in 2024.

<sup>2</sup> Mr. Burns was appointed EVP & CFO on June 21, 2023. His 2023 KOIP Target Percentage was increased from 50% to 80% at that time, which was prorated for the year.

<sup>3</sup> On February 26, 2024, Mr. Henderson notified the Company of his decision to retire effective April 1, 2024. As such, Mr. Henderson will not participate in the KOIP for 2024.

**LEGGETT & PLATT, INCORPORATED**  
**KEY OFFICERS INCENTIVE PLAN**  
**Amended and Restated**  
**Effective as of February 26, 2024**

SECTION 1 ESTABLISHMENT, DEFINITIONS AND ADMINISTRATION

- 1.1 Establishment and Amendment of the Plan. Leggett & Platt, Incorporated previously established the Key Officers Incentive Plan (the “*Plan*”), which was amended and restated as of June 21, 2023. The Company has approved the amendment and restatement of the Plan, which shall continue in full force and effect, as amended, as of February 26, 2024.
- 1.2 Purpose of the Plan. The purpose of the Plan is to attract, motivate, and retain the services of participants in the Plan (“*Participants*”) who make significant contributions to the Company’s success by allowing them to share in that success through incentive payments based upon the Company’s performance.
- 1.3 Definitions. The following terms, when used in the Plan, shall have the following meanings:
- (a) “*Award*” means the incentive payment, if any, to which a Participant is entitled under the Plan based on the attainment of one or more Performance Objectives.
  - (b) “*Award Formula*” means the formula by which the amount of an Award is determined, including the Performance Objectives and the Performance Period.
  - (c) “*Company*” means Leggett & Platt, Incorporated or any successor thereto and also includes the subsidiaries and affiliates of Leggett & Platt, Incorporated.
  - (d) “*Corporate Participant*” means a Participant whose Award is determined based on the Company’s consolidated business results.
  - (e) “*Performance Objectives*” are the measures of the Company’s, one or more Profit Centers’, or an individual’s achievement, as determined by the Committee, used to calculate attainment of an Award.
  - (f) “*Performance Period*” is the time period over which the achievement of Performance Objectives is measured to determine the amount, if any, of a potential Award to which a Participant shall be entitled. Unless the Committee determines otherwise, the Performance Period shall be a Year.
  - (g) “*Profit Center*” means a separate operating unit or branch for which the Company budgets an operating income for a Performance Period.

- (h) “*Profit Center Participant*” means a Participant whose Award is determined in whole or in part on the performance of one or more Profit Centers.
  - (i) “*Target Percentage*” means the percentage of a Participant’s annual base salary, as of the last day of the Performance Period, established by the Committee to determine the potential Award for that Participant.
  - (j) “*Year*” means the calendar year.
- 1.4 Administration. The Plan shall be administered by the Human Resources and Compensation Committee of the Company’s Board of Directors (the “*Board*”), or such other committee as may be appointed by the Board (the “*Committee*”). The Committee shall have full and sole discretionary power and authority to administer and interpret the Plan and to establish rules and procedures for its administration. Any interpretations or decisions of the Committee with respect to the Plan shall be final and binding. The Committee has sole discretionary responsibility and authority for: (i) selecting Participants, (ii) setting Target Percentages, (iii) establishing Performance Objectives, Performance Periods and Award Formulas, and (iv) determining Awards.

## SECTION 2 ELIGIBILITY, PERFORMANCE OBJECTIVES AND AWARDS

- 2.1 Eligibility and Participation. Eligibility for participation in the Plan shall be limited to Section 16 Officers of the Company. The Committee will determine the Participants, designating each as either a Corporate Participant or a Profit Center Participant, before or during the applicable Performance Period.
- 2.2 Performance Objectives. Awards are paid based on the achievement of one or more Performance Objectives established by the Committee. Performance Objectives may be different for different Participants and may be based on financial measures relating to the consolidated results of the Company, financial measures relating to one or more Profit Centers, individual measures, or non-financial metrics.

The Committee may at any time in its sole discretion adjust any evaluation of performance under a Performance Objective to remove the effect of equity compensation expense under ASC 718; amortization of acquired technology and intangibles; asset write-downs; litigation or claim judgments or settlements; the effect of changes in or provisions under tax law, accounting principles or other such laws or provisions affecting reported results; gain, loss or expense related to reorganization and restructuring programs or to the disposal of a segment of a business; discontinued operations; non-cash impairments; results from non-operating branches; currency and hedging-related gains and losses; gains and losses from asset disposals; any items that are outside the Company’s or Profit Center’s core, on-going business activities, or any other adjustments that the Committee determines are necessary or advisable in order that the Performance Objectives appropriately reflect the underlying operational performance of the Company or applicable Profit Centers during the Performance Period.

- 2.3 Award Formula. The Committee will establish the Award Formula that will be used to calculate Awards by the later of (i) the date that 25% of the Performance Period has elapsed or (ii) 30 days after an individual first becomes a Participant. The Award Formula will include the Performance Objectives, the relative weighting of each, and any other factors necessary to calculate an Award.
- 2.4 Potential Award. The amount of each Participant's Award is determined by applying the Award Formula to a Participant's Target Percentage of base salary in effect at the end of the Performance Period. The Committee will determine each Participant's Target Percentage for the Performance Period.
- 2.5 Determination of Final Awards. As soon as practicable after the end of the Performance Period, the Committee will determine the final Awards, calculated solely on the basis of the attainment of Performance Objectives. The Committee shall have discretion to reduce or increase by up to 20% the Award to which a Participant would be entitled based on achievement of the Performance Objectives.
- 2.6 Maximum Award. Notwithstanding any other provision of the Plan, a Participant's Award may not exceed three times the Participant's annual base salary in effect at the end of the Performance Period.
- 2.7 Payment of Awards. A Participant's Award will be paid in the manner and at the time or times established by the Committee but in no event later than March 15th of the Year following the end of the Performance Period. Payment of an Award will be made in cash unless deferred under the Company's Deferred Compensation Program.
- (a) Except as provided in Section 2.7(b) and Section 2.7(c), a Participant must be employed by the Company on the last working day of the Performance Period to be eligible for Award payments.
- (b) If a Participant's termination of employment during the Performance Period is due to Retirement (as defined below), the Participant will receive a pro rated Award following the end of the Performance Period for the Participant's days of service prior to termination.
- "Retirement"* means the Participant voluntarily quit (i) on or after age 65, or (ii) on or after the date at which the combination of the Participant's age and years of service with the Company or any company or division acquired by the Company is greater than or equal to 70 years.



- (c) If a Participant's termination of employment during the Performance Period is due to death or Disability (as defined below), the Participant's Award will be payable within 60 days of such event and based upon the Participant's Target Percentage multiplied by the annual base salary in effect at the date of termination.

"Disability" means the Participant's inability to substantially perform duties and responsibilities by reason of any accident or illness that can be expected to result in death or to last for a continuous period of not less than one year.

- (d) The employment relationship will be treated as continuing intact while a Participant is on military, sick leave or other bona fide leave of absence if (i) the Company does not terminate the employment relationship or (ii) the Participant's right to re-employment is guaranteed by statute or by contract.

2.8 Accounting Restatements. Awards issued under this Plan are subject to the Company's Incentive Compensation Recovery Policy, and Award amounts received by Participants may be subject to recovery by the Company pursuant to that Policy in the event of an accounting restatement.

2.9 Clawback. The Committee shall have the right, in its discretion, to cancel all or any portion of an Award issued to a Participant who (a) violates any confidentiality, non-solicitation or non-compete obligations or terms of this Plan, or an employment agreement, confidentiality agreement, separation agreement, or any other similar agreement (including without limitation the Employee Invention, Confidentiality, Non-solicitation and Non-interference Agreement) with the Company, or (b) engages in improper conduct contributing to the need to restate any external Company financial statement, (c) commits an act of fraud or significant dishonesty, or (d) commits a significant violation of any of the Company's written policies (including without limitation the Business Policies Manual) or applicable laws.

The Committee shall have the right to require a Participant to forfeit and repay to the Company all or part of the income or other benefit received on the vesting or payment of an Award (a) in the preceding two years if, in its discretion, the Committee determines that the Participant engaged in any activity referred to in Section 2.9 and that such activity resulted in a significant financial or reputational loss to the Company, (b) to the extent required under applicable law or securities exchange listing standards, or (c) to the extent required or permitted under any written policy of the Company dealing with recoupment of compensation, subject to any limits of applicable law. For the purposes of the clawback, improper conduct contributing to the need to restate any external Company financial statements will always be deemed to result in a significant loss.

The Committee may issue a Notice of Repayment with respect to amounts due under this Section 2.9.

- 2.10 **Notice of Repayment.** A Participant must repay the amount specified in any Notice of Repayment. The Committee may, in its discretion, reduce a current year Award payout as necessary to recoup any amounts outstanding under a previously issued Notice of Repayment.

The Company's ability to require Participant to repay the amount specified in a Notice of Repayment shall be in addition to, not in lieu of, any equitable or legal remedies, monetary damages, or other available forms of relief to the Company.

- 2.11 **Restrictive Covenants.** Due to the Participants' leadership roles in the Company, they are in a position of trust and confidence and have access to and knowledge of valuable confidential information of the Company, including business processes, techniques, plans, and strategies across the Company, trade secrets, sensitive financial and legal information, terms and arrangements with business partners, customers, and suppliers, trade secrets, and other confidential information that if known outside the Company would cause irreparable harm to the Company. In addition, Participants may have influence upon customer or supplier relationships, goodwill or loyalty which are valuable interests to the Company.

During the Performance Period and for two years after the payment of any Award, a Participant will not directly or indirectly (i) engage in any Competitive Activity, (ii) solicit orders from or seek or propose to do business with any customer, supplier, or vendor of the Company relating to any Competitive Activity, (iii) influence or attempt to influence any employee, representative or advisor of the Company to terminate his or her employment or relationship with the Company, or (iv) engage in activity that may require or inevitably will require disclosure of trade secrets, proprietary information, or confidential information. "Competitive Activity" means any manufacture, sale, distribution, engineering, design, promotion or other activity that competes with any business of the Company in which the Participant was involved during the last two years of employment in the Restricted Territory. "Restricted Territory" means any geographic area in which any of the following occurred or existed during the last two years of the Participant's employment with one or more of the Companies: (i) the Participant contacted any customer, supplier or vendor, or (ii) any customer, supplier or vendor the Participant serviced or used was located, or (iii) operations for which the Participant had responsibility sold any products, or (iv) any products the Participant designed were sold or distributed. By accepting an Award, each Participant agrees that the covenants in this Section are reasonable in time and scope and justified based on his or her position and receipt of the Award. In the event a Participant violates the terms of this Section, the two-year term of the restrictive covenants shall be automatically extended by the period the Participant was violating any term of this Section.

Any Participant in violation of the preceding paragraph will forfeit any Award that would otherwise be payable to the Participant under the Plan and will pay to the Company immediately upon written demand by the Company an amount equal to (i) the amount of all Awards paid to the Participant within the two year period prior to such violation in cash (including the tax withholding) and/or deferred by the Participant under the Deferred Compensation Program within the two year period prior to such violation, minus (ii) any non-refundable taxes paid by the Participant as a result of the distribution. In addition, the Company shall be entitled to seek a temporary or permanent injunction or other equitable relief against the Participant for any breach or threatened breach of this Section from any court of competent jurisdiction, without the necessity of showing any actual damages or showing money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Such equitable relief shall be in addition to, not in lieu of, any legal remedies, monetary damages, or other available forms of relief.

If any restriction in this Section is deemed unenforceable, then the appropriate court will reduce the scope or other provisions and enforce the restrictions set out in this Section in their reduced form. The covenants in this Section are in addition to any similar covenants under any other agreement between the Company and any Participant.

### SECTION 3 WITHHOLDING

The Company will withhold (at the Company's required withholding rate) any amount required to satisfy applicable tax laws in connection with the payment of any Awards.

### SECTION 4 NO EMPLOYMENT CONTRACT

Participation in the Plan or receipt of an Award shall not confer upon any Participant any right to continued employment nor shall it interfere in any way with the right of the Company to terminate the employment of any Participant at any time.

### SECTION 5 SECTION 409A

The Company believes that Awards issued under this Plan will be exempt from Section 409A of the Internal Revenue Code as "short-term deferrals" within the meaning of Section 409A and the regulations thereunder. Notwithstanding anything contained in this Plan or any Award, it is intended that the Awards will at all times meet the requirements of Section 409A and any regulations or other guidance issued thereunder, and that the provisions of this Plan and any Awards will be interpreted to meet such requirements. To the extent permitted by Section 409A, the Committee retains the right to delay a distribution of an Award if the distribution would result in material harm to the Company.

### SECTION 6 GOVERNING LAW

The Plan and all Awards will be governed by Missouri law, excluding any conflicts or choice of law provision that might otherwise refer construction or interpretation of the Plan or any Award to the substantive law of another jurisdiction.

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Any action or proceeding arising from or related to the Plan or any Award is subject to the exclusive venue and subject matter jurisdiction of the Circuit Court for Jasper County, Missouri or the United States District Court for the Western District of Missouri, and the parties agree to submit to the jurisdiction of such Courts. The parties also waive the defense of an inconvenient forum and agree not to seek any change of venue from such Courts.

SECTION 7 AMENDMENT AND TERMINATION

The Committee may amend or terminate the Plan at any time, provided that no amendment or termination of the Plan may materially and adversely affect any outstanding Award without the Participant's consent.

**2024 AWARD FORMULA  
FOR THE  
KEY OFFICERS INCENTIVE PLAN**

The Key Officers Incentive Plan (the “Plan”) provides cash Awards to Participants based on achievement of Performance Objectives for a specified Performance Period. Capitalized terms not defined in this document have the meaning ascribed under the Plan.

Participants in the Plan are the Section 16 Officers of the Company. There are separate Award Formulas under the Plan for Corporate Participants and Profit Center Participants. Under both formulas, a Participant’s Award is calculated by reference to the Target Percentage of the Participant’s base salary at the end of the Performance Period. The Award Formulas and each Participant’s Target Percentage are determined by the Committee.

For the Performance Period commencing January 1, 2024 and ending December 31, 2024, Awards under the Plan will be determined by achievement of the following Performance Objectives.

Participant Type	Performance Objectives	Relative Weight
Corporate Participants	Earnings Before Interest, Taxes, Depreciation, Amortization (EBITDA)	65%
	Cash Flow	35%
Profit Center Participants	Earnings Before Interest, Taxes, Depreciation, Amortization (EBITDA)	65%
	Free Cash Flow (FCF)	35%

**Award Formula for Corporate Participants**

EBITDA and Cash Flow for Corporate Participants are calculated as follows:

**EBITDA** = Earnings before interest, taxes, depreciation and amortization

**Cash Flow** = Earnings Before Interest Taxes Depreciation and Amortization (EBITDA) ± Change in Working Capital<sup>1</sup> + Non-Cash Impairments – Capital Expenditures

<sup>1</sup> Change in Working Capital, excluding cash and current maturities of long-term debt, from December 31, 2023 to December 31, 2024, as reflected on the Company’s Consolidated Balance Sheets

Achievement of EBITDA and Cash Flow targets for Corporate Participants is determined by the Company’s aggregate 2024 financial results. Financial results from acquisitions are excluded from calculations in the year of acquisition. Financial results from businesses divested during the year will be included in the calculations; however, the EBITDA and Cash Flow targets relating to the divested businesses will be prorated to reflect only that portion of the year prior to the divestiture. Financial results from businesses classified as discontinued operations will be included in the calculations. Financial results will exclude (i) certain currency and hedging-related gains and losses, (ii) gains and losses from asset disposals, and (iii) items that are outside the scope of the Company’s core, on-going business activities, including changes to the Company’s capital allocation priorities and related uses of cash.

EBITDA and Cash Flow shall be adjusted for all items of gain, loss or expense for the fiscal year, as determined in accordance with standards established under Generally Accepted Accounting Principles, (i) from non-cash impairments; (ii) related to loss contingencies identified in footnotes to the financial statements in the Company's 2023 10-K; (iii) related to the disposal of a segment of a business; or (iv) related to a change in accounting principle.

Achievement targets and payout percentages for Corporate Participants' EBITDA and Cash Flow are set forth below. No Awards are paid for EBITDA achievement below \$413 million or Cash Flow below \$325 million. The EBITDA and Cash Flow payouts are each capped at 200%. Payouts will be interpolated for achievement levels falling between those set out in the schedule.

#### 2024 Corporate Targets and Payout Schedule

EBITDA			Cash Flow	
Achievement	Payout		Achievement	Payout
<\$413.00M	0%		<\$325.00M	0%
\$413.00M	50%	Threshold	\$325.00M	50%
\$441.00M	100%	Target	\$350.00M	100%
\$551.25M	200%	Maximum	\$437.50M	200%

#### Award Formula for Profit Center Participants

**EBITDA** = Earnings Before Interest Taxes Depreciation and Amortization

**FCF** = EBITDA (adjusted for currency effects) ± Change in Working Capital<sup>1</sup> + Non-Cash Impairments – Capital Expenditures

<sup>1</sup> Change in Working Capital from December 31, 2023 to December 31, 2024, excluding cash, current maturities of long-term debt, and balance sheet items not directly related to on-going Profit Center activity, such as interest receivable and payable, income tax receivable and payable, current deferred taxes assets and liabilities, and dividends payable.

Achievement of EBITDA and FCF targets for Profit Center Participants is determined by aggregate 2024 financial results for the Profit Centers for which the Participant is responsible. Financial results from acquisitions are excluded from calculations in the year of acquisition. Financial results from businesses divested during the year will be included in the calculations; however, the EBITDA and FCF targets relating to the divested businesses will be prorated to reflect only that portion of the year prior to the divestiture. Financial results from businesses classified as discontinued operations will be included in the calculations. Financial results will exclude (i) results from non-operating branches, (ii) certain currency and hedging-related gains and losses, (iii) gains and losses from asset disposals, (iv) items that are outside the scope of the Company's core, on-going business activities or relating to any other special events or change in business conditions, including changes to the Company's capital allocation priorities and related uses of cash, and (v) the impact of corporate allocations.

EBITDA and FCF shall be adjusted for all items of gain, loss or expense for the fiscal year, as determined in accordance with standards established under Generally Accepted Accounting Principles, (i) from non-cash impairments; (ii) related to loss contingencies identified in footnotes to the financial statements in the Company's 2023 10-K; (iii) related to the disposal of a segment of a business; or (iv) related to a change in accounting principle.

Financial results for each Profit Center may include a critical compliance adjustment, ranging from a potential 5% increase for exceptional safety performance to a 20% deduction for critical compliance failures.

Achievement targets and payout percentages for the Profit Center Participant's EBITDA and FCF are set forth below. No Awards are paid for achievements below the established EBITDA and FCF thresholds. The EBITDA and FCF payouts are each capped at 200%. The payout will be interpolated for achievement levels falling between those set out in the below schedule.

#### 2024 Profit Center Targets

Segment	EBITDA			Free Cash Flow		
	Threshold 50% Payout	Target 100% Payout	Maximum 200% Payout	Threshold 50% Payout	Target 100% Payout	Maximum 200% Payout
Bedding Products	\$165.60M	\$176.80M	\$221.00M	\$130.80M	\$140.90M	\$176.10M
Specialized Products	\$156.30M	\$166.90M	\$208.60M	\$109.20M	\$117.60M	\$147.00M
Furniture, Flooring & Textile Products	\$124.20M	\$132.60M	\$165.80M	\$109.20M	\$117.60M	\$147.00M

#### Sample Calculation

For Corporate and Profit Center Participants, the Award is calculated by multiplying the Participant's salary, Target Percentage, the relative weight of the Performance Objective, and the payout percentage for each Performance Objective. The sample calculation below assumes a Participant with a base salary of \$500,000, a Target Percentage of 80%, an EBITDA payout of 120%, and a Cash Flow/FCF payout of 80%:

Performance Objective	Participant's Base Salary	Participant's Target%	Relative Weight	Payout Percentage	Award
EBITDA	\$ 500,000	80%	65%	120%	\$312,000
Cash Flow/FCF	\$ 500,000	80%	35%	80%	\$112,000
<b>Total Award:</b>					<b>\$424,000</b>

**2024 FORM OF PERFORMANCE STOCK UNIT AWARD AGREEMENT**  
**(3-Year Performance Period)**

Congratulations! On \_\_\_\_\_, 2024, Leggett & Platt, Incorporated (the “Company”) granted you a Performance Stock Unit Award (the “Award”) under the Company’s Flexible Stock Plan (the “Plan”). The Award is granted subject to the enclosed *Terms and Conditions – 2024-2026 Performance Stock Unit Award* (the “Terms and Conditions”).

You have been granted a base award of Performance Stock Units as reflected in your Morgan Stanley account. The number of PSUs for your base Award was determined by multiplying your current annual base salary by your Award multiple (set by Senior Management and approved by the Compensation Committee) and dividing this amount by the average closing share price of the Company’s stock for the 10 trading days following the 2023 fourth quarter earnings release.

A percentage of your base award, not to exceed 200%, will vest on December 31, 2026 and will be paid out by March 15, 2027. Fifty percent of your vested Award will be paid out in cash, and the Company intends to distribute the remaining 50% in shares of the Company’s common stock.

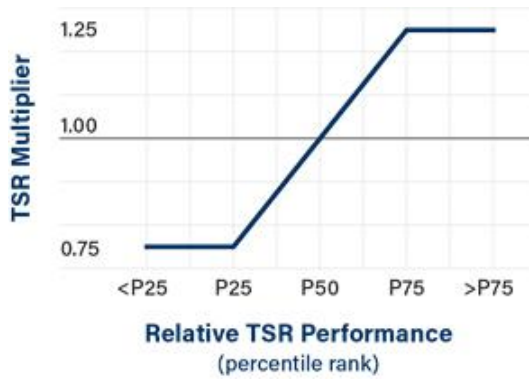
As described in the Terms and Conditions, the payout percentage for this Award depends on the level of achievement of two performance objectives over the three-year performance period, as adjusted by a payout multiplier. 50% of your Award is based upon the Company’s Earnings Before Interest, Taxes, Depreciation and Amortization (“EBITDA”), and 50% is based upon the Company’s Return on Invested Capital (“ROIC”), according to the schedules below.

EBITDA \$	EBITDA Vesting %		ROIC %	ROIC Vesting%
<\$1,320.00M	0%		<7.9%	0%
\$1,320.00M	70%	Threshold	7.9%	50%
\$1,485.00M	100%	Target	9.3%	100%
\$1,650.00M	200%	Maximum	10.7%	200%

The combined EBITDA and ROIC results are subject to a payout multiplier based upon the Company’s Total Shareholder Return compared to a peer group over the three-year performance period (“Relative TSR”). As shown below, there will be a 25% reduction (a multiplier of 0.75) in your payout if our Relative TSR ranks in the bottom quartile, a 25% increase (a multiplier of 1.25) if we rank in the top quartile, and an adjustment determined on a linear basis if we rank in between these levels.

This award letter and the enclosed materials are part of a prospectus covering securities that have been registered under the Securities Act of 1933. Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or determined if this prospectus is truthful or complete.





The Relative TSR multiplier cannot be applied to make the Award's total payout exceed the maximum 200%, and, if the Company's absolute TSR for the performance period is negative, application of the Relative TSR multiplier may not increase the Award's total payout above 100%.

You are not required to accept the Award. By signing below, you confirm that you understand and agree that this Award of Performance Stock Units is granted in exchange for you agreeing to the Terms and Conditions and the Plan, that the Terms and Conditions and the Plan are included in this Agreement by reference, and that you are not otherwise entitled to the Award. A summary of the Plan and the Company's most recent Annual Report to Shareholders are available upon request to the Corporate Human Resources Department.

Accepted and Agreed:

\_\_\_\_\_

Date: \_\_\_\_\_

**2024-2026 TERMS AND CONDITIONS—PERFORMANCE STOCK UNIT AWARD**

1. Performance Period. Your payout under this Performance Stock Unit Award (the “Award”) will depend on (i) the base award shown on your Award Agreement and (ii) the Company’s performance during the three-year period beginning January 1, 2024 and ending December 31, 2026 (the “Performance Period”).
2. Performance Objectives and Payout Multiplier. The payout under this Award is based upon the level of achievement of two performance objectives and a payout multiplier. The “Base Payout Percentage” of your Award is the aggregate of (i) 50% based upon the vesting percentage for the Company’s Earnings Before Interest, Taxes, Depreciation and Amortization (“EBITDA”) and (ii) 50% based upon the vesting percentage for the Company’s Return on Invested Capital (“ROIC”). The Base Payout Percentage will be adjusted by the Relative TSR Multiplier (described below) to determine your Award’s final payout percentage. The maximum payout percentage for the Award is 200%.

- a. EBITDA. EBITDA during the Performance Period is the total earnings before interest, taxes, depreciation and amortization (“EBITDA”) for the Company during the three-year Performance Period.

The calculation of EBITDA will include results from businesses acquired during the Performance Period. EBITDA will exclude results for any businesses divested during the Performance Period. EBITDA will exclude (i) certain currency and hedging-related gains and losses, (ii) gains and losses from asset disposals, (iii) items that are outside the scope of the Company’s core, on-going business activities, including changes to the Company’s capital allocation priorities and related uses of cash, and (iv) with respect to Profit Centers, all amounts relating to corporate allocations. EBITDA will be adjusted to eliminate gain, loss or expense, as determined in accordance with standards established under Generally Accepted Accounting Principles, (i) from non-cash impairments; (ii) related to loss contingencies identified in footnotes to the financial statements in the Company’s 10-K relating to the fiscal year immediately preceding the Performance Period; (iii) related to the disposal of a segment of a business; or (iv) related to a change in accounting principle.

The 50% of your Base Payout Percentage allocated to EBITDA will be determined according to the following schedule. Payouts will be interpolated for results falling between the levels shown.

EBITDA \$		EBITDA Vesting%
<\$1,320.00M		0%
\$1,320.00M	Threshold	70%
\$1,485.00M	Target	100%
\$1,650.00M	Maximum	200%

- b. ROIC. ROIC during the Performance Period is (i) the Company’s average net operating profit after tax in the first, second and third years of the Performance Period divided by (ii) the Company’s average Invested Capital on the last day of the fiscal year immediately preceding the Performance Period and the last day of the first, second and third years of the Performance Period. “Invested Capital” is the sum of shareholder equity, long-term debt and short-term debt, less cash and cash equivalents.

The calculation of ROIC, or ROIC targets shown in the table below, may be modified to reflect the impact from businesses acquired or divested during the Performance Period. ROIC will exclude (i) certain currency and hedging-related gains and losses, (ii) gains and losses from asset disposals, and (iii) items that are outside the scope of the Company's core, on-going business activities, including changes to the Company's capital allocation priorities and related uses of cash. ROIC will be adjusted to eliminate gain, loss or expense, as determined in accordance with standards established under Generally Accepted Accounting Principles, (i) from non-cash impairments; (ii) related to loss contingencies identified in footnotes to the financial statements in the Company's 10-K relating to the fiscal year immediately preceding the Performance Period; (iii) related to the disposal of a segment of a business; or (iv) related to a change in accounting principle.

The 50% of your Base Payout Percentage allocated to ROIC will be determined according to the following schedule. Payouts will be interpolated for results falling between the levels shown.

<u>ROIC Achievement</u>		<u>ROIC Payout</u>
<7.9%		0%
7.9%	Threshold	50%
9.3%	Target	100%
10.7%	Maximum	200%

- c. Relative TSR Modifier. Your Base Payout Percentage will be adjusted by applying the Relative TSR Multiplier determined by the Company's Relative TSR percentile during the Performance Period, according to the following schedule. The multiplier will be interpolated for results falling between the levels shown.

<u>Relative TSR Percentile</u>	<u>Relative TSR Multiplier</u>
<25 <sup>th</sup>	0.75
25 <sup>th</sup>	0.75
50 <sup>th</sup>	1.00
75 <sup>th</sup>	1.25
>75 <sup>th</sup>	1.25

The Award's maximum 200% payout percentage cannot be exceeded by application of the Relative TSR Multiplier. In addition, in the event the Company's TSR for the Performance Period is negative (Ending Stock Price plus Reinvested Dividends is less than the Beginning Stock Price), application of the Relative TSR Multiplier may not increase the Award's final payout above 100%.

To determine the Company's Relative TSR percentile rank, the Company's Total Shareholder Return ("TSR") during the Performance Period will be compared to the TSR of all the companies in the Industrial, Consumer Discretionary and Materials sectors of the S&P 500 and the S&P 400 (the "Peer Group"). TSR is calculated as follows and assumes dividends are reinvested on the ex-dividend date:

$$\frac{\text{Ending Stock Price} - \text{Beginning Stock Price} + \text{Reinvested Dividends}}{\text{Beginning Stock Price}}$$

The "Beginning Stock Price" is the average closing share price of the Company's stock for the last 20 trading days prior to the Performance Period. The "Ending Stock Price" is the average closing share price of the Company's stock for the last 20 trading days within the Performance Period.

3. Vesting of Award and Form of Payout. With the exception of early vesting for circumstances described in Sections 4 and 5, this Award will vest on December 31, 2026 (the "Vesting Date"). Fifty percent (50%) of your vested Award will be paid out in cash (the "Cash Portion"), and the Company intends to pay out the remaining fifty percent (50%) in shares of the Company's common stock (the "Stock Portion"), although the Company reserves the right, except for distributions to persons subject to Section 16 of the Securities Exchange Act of 1934 (a "Section 16 Officer"), to pay up to one hundred percent (100%) of the vested Award in cash. Your vested Award will be paid out as soon as reasonably practicable following the end of the Performance Period but in no event later than March 15, 2027 (the "Payout Date"). On the Payout Date, the Company will issue to you (i) one share of the Company's common stock for each vested Performance Stock Unit comprising the Stock Portion of your Award, subject to reduction for tax withholding, and (ii) a check with a gross value equal to the closing market price of the Company's common stock on the last business day of the Performance Period (or the date of the Change of Control if Section 5 applies) times the number of vested Performance Stock Units comprising the Cash Portion of your Award, subject to reduction for tax withholding as described in Section 8.
4. Termination of Employment.
  - a. Except as provided in Section 4(b), Section 4(c), and Section 5, if your employment is terminated for any reason before the Vesting Date, your right to this Award will terminate immediately upon such termination of employment. Termination of employment and similar terms when used in this Award refer to a termination of employment that constitutes a separation from service within the meaning of Section 409A of the Internal Revenue Code.
  - b. If your termination of employment during the Performance Period is due to Retirement (as defined below), your Award will vest at the end of the Performance Period and will be prorated for the number of days during the Performance Period prior to your termination.

"Retirement" means a termination, other than for Cause (as defined below), occurring (i) on or after age 65, or (ii) on or after the date at which the combination of your age and your years of service with the Company or any company or division acquired by the Company is greater than or equal to 70 years.
  - c. If your termination of employment during the Performance Period is due to death or Disability (as defined below), your Award will vest immediately at 100% of your Base Award and be payable within 60 days of such event.

"Disability" means the inability to substantially perform your duties and responsibilities by reason of any accident or illness that can be expected to result in death or to last for a continuous period of not less than one year.

- d. The employment relationship will be treated as continuing intact while you are on military, sick leave or other bona fide leave of absence if (i) the Company does not terminate the employment relationship or (ii) your right to re-employment is guaranteed by statute or by contract.
5. Change in Control. If, during the Performance Period, a Change in Control of the Company (as defined in the Flexible Stock Plan, the “Plan”) occurs and your employment is terminated either (i) by the Company (for reasons other than Disability or Cause, as defined below) or (ii) by you for Good Reason (as defined below), then the Company (or its successor) will issue to you 200% of your Base Award, within thirty (30) days following your termination of employment (subject to delay until the first day of the first month that is more than six months following your separation from service to the extent required in Section 16.7 of the Plan, if you are a specified employee within the meaning of Section 409A of the Internal Revenue Code).

a. Termination by Company for Cause. Termination for “Cause” under this Agreement shall be limited to the following:

- i. Your conviction of any crime involving money or other property of the Company or any of its affiliates (including entering any plea bargain admitting criminal guilt), or a conviction of any other crime (whether or not involving the Company or any of its affiliates) that constitutes a felony in the jurisdiction involved; or
- ii. Your willful act or omission involving fraud, misappropriation, or dishonesty that (i) causes significant injury to the Company or (ii) results in significant personal enrichment to you at the expense of the Company; or
- iii. Your continued, repeated, willful failure to substantially perform your duties; provided, however, that no discharge shall be deemed for Cause under this subsection (a) unless you first receive written notice from the Company advising you of specific acts or omissions alleged to constitute a failure to perform your duties, and such failure continues after you have had a reasonable opportunity to correct the acts or omissions so complained of.

A termination shall not be deemed for Cause if, for example, the termination results from the Company’s determination that your position is redundant or unnecessary or that your performance is unsatisfactory for reasons not otherwise specified above.

b. Termination by Employee for Good Reason. You may terminate your employment for “Good Reason” by giving notice of termination to the Company during the Performance Period following (i) any action or omission by the Company described in this Section or (ii) receipt of notice from the Company of the Company’s intention to take any such action or engage in any such omission.

The actions or omissions which may lead to a termination of employment for Good Reason are as follows:

- i. A reduction by the Company in your base salary as in effect immediately prior to the Change in Control; or

- ii. A change in your reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control that results in a material diminution within the Company of title, status, authority or responsibility; or
  - iii. A material reduction in your target annual incentive opportunity as in effect immediately prior to the Change in Control, expressed as a percentage of base salary; or
  - iv. A requirement by the Company that you be based or perform your duties anywhere other than at the location immediately prior to the Change in Control, except for required travel on the Company's business to an extent substantially consistent with your business travel obligations immediately prior to the Change in Control; or
  - v. A material reduction in annual target value of your long-term incentive awards as in effect immediately prior to the Change in Control (with the value determined in accordance with generally accepted accounting standards); or
  - vi. A failure by the Company to obtain the assumption agreement to perform this Agreement by any successor as contemplated by Section 13 of this Agreement; or
  - vii. Any purported termination of your employment for Disability or for Cause that is not carried out pursuant to a notice of termination which satisfies the requirements of Section 5(c); and for purposes of this Agreement, no such purported termination shall be effective.
- c. Notice of Termination. Any purported termination by the Company of your employment shall be communicated by notice of termination to the other party. A notice of termination shall set forth, in reasonable detail, the facts and circumstances claimed to provide a basis for termination of employment under the Section so indicated.
- d. Date of Termination. The date your employment is terminated under Section 5 of this Agreement is called the "*Date of Termination*". In cases of Disability, the Date of Termination shall be 30 days after notice of termination is given (provided that you shall not have returned to the performance of your duties on a full-time basis during such 30-day period). If your employment is terminated for Cause, the Date of Termination shall be the date specified in the notice of termination. If your employment is terminated for Good Reason, the Date of Termination shall be the date set out in the notice of termination.
- Any dispute by a party hereto regarding a notice of termination delivered to such party must be conveyed to the other party within 30 days after the notice of termination is given. If the particulars of the dispute are not conveyed within the 30-day period, then the disputing party's claims regarding the termination shall be forever deemed waived.
6. Transferability. The Performance Stock Units may not be transferred, assigned, pledged or otherwise encumbered until the underlying shares have been issued or settled in cash.

7. No Rights as Shareholder. You will not have the rights of a shareholder with respect to the Stock Portion of the Performance Stock Units until the underlying shares have been issued. You will not have the right to vote the shares or receive any dividends that may be paid on the underlying shares prior to issuance.
8. Withholding. You will recognize taxable income equal to the fair market value of the shares underlying the Stock Portion of the Award plus the dollar value of the Cash Portion of the Award on the Payout Date. This amount is subject to ordinary income tax and payroll tax. The Company will withhold (at the Company's required withholding rate) any amount required to satisfy applicable tax laws (i) in cash from the Cash Portion of the payout and (ii) in shares from the Stock Portion of the payout.

The income and tax withholding generated by your payout will be reported on your W-2. If your personal income tax rate is higher than the Company's required withholding rate, you will owe additional tax on the issuance. After payment of the ordinary income tax, the shares you receive for the Stock Portion of your payout will have a tax basis equal to the closing price of L&P stock on the Payout Date.

9. Restrictive Covenants. Due to your leadership role in the Company, you are in a position of trust and confidence and have access to and knowledge of valuable confidential information of the Company, including business processes, techniques, plans, and strategies across the Company, trade secrets, sensitive financial and legal information, terms and arrangements with business partners, customers, and suppliers, trade secrets, and other confidential information that if known outside the Company would cause irreparable harm to the Company. In addition, you may have influence upon customer or supplier relationships, goodwill or loyalty which are valuable interests to the Company.

During your employment and through one year after the Payout Date of this Award, you will not directly or indirectly (i) engage in any Competitive Activity, (ii) solicit orders from or seek or propose to do business with any customer, supplier, or vendor of the Company or its subsidiaries or affiliates (collectively, the "Companies") relating to any Competitive Activity, (iii) influence or attempt to influence any employee, representative or advisor of the Companies to terminate his or her employment or relationship with the Companies, or (iv) engage in activity that may require or inevitably will require disclosure of trade secrets, proprietary information, or confidential information. "Competitive Activity" means any manufacture, sale, distribution, engineering, design, promotion or other activity that competes with any business of the Companies in which you were involved during the last year of your employment in the Restricted Territory. "Restricted Territory" means any geographic area in which any of the following occurred or existed during the last year of your employment with one or more of the Companies: (i) you contacted any customer, supplier or vendor, or (ii) any customer, supplier or vendor you serviced or used were located, or (iii) operations for which you had responsibility sold any products, or (iv) any products you designed were sold or distributed. You agree the covenants in this Section are reasonable in time and scope and justified based on your position and receipt of the Award. In the event you violate the terms of this Section, the one-year term of the restrictive covenants shall be automatically extended by the period you were violating any term of this Section and by any period that the Companies seek to enforce its rights for any violating conduct through litigation.

If you violate the preceding paragraph, then you will pay to the Company any Award Gain you realized from this Award. "Award Gain" for the Cash Portion of your Award is equal to (i) the cash paid to you on the Payout Date of this Award (including the tax withholding), minus (ii) any non-refundable taxes paid by you as a result of the distribution. "Award Gain" for the Stock Portion of your Award is equal to (i) the number of shares distributed to you on the Payout Date of this Award times the fair market value of L&P stock on the Payout Date (including the tax withholding), minus (ii) any non-refundable

taxes paid by you as a result of the distribution. In addition, the Company shall be entitled to seek a temporary or permanent injunction or other equitable relief against you for any breach or threatened breach of this Section from any court of competent jurisdiction, without the necessity of showing any actual damages or showing money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Such equitable relief shall be in addition to, not in lieu of, any legal remedies, monetary damages, or other available forms of relief.

If any restriction in this Section is deemed unenforceable, then you and the Company contemplate that the appropriate court will reduce the scope or other provisions and enforce the restrictions set out in this section in their reduced form. The covenants in this Section are in addition to any similar covenants under any other agreement between the Company and you.

10. Repayment of Awards. If, within 36 months after an Award is paid, the Company is required to restate previously reported financial results, the Committee will require all Award recipients to repay any amounts paid in excess of the amounts that would have been paid based on the restated financial results. The Committee will issue a written Notice of Repayment documenting the corrected Award calculation and the amount and terms of repayment.

In addition, the Committee may require repayment of the entire Award from any Award recipients determined, in its discretion, to be personally responsible for gross misconduct or fraud that caused the need for the restatement.

The Award recipient must repay the amount specified in the Notice of Repayment. The Committee may, in its discretion, reduce a current year Award payout as necessary to recoup any amounts outstanding under a previously issued Notice of Repayment.

In addition to the foregoing provisions of this Section 10, any Awards to recipients who are also Section 16 Officers are subject to the terms of the Company's Incentive Compensation Recovery Policy (the "*Policy*"), and Award amounts received by Section 16 Officers may be subject to recovery by the Company pursuant to that Policy in the event of an accounting restatement. In the event of any conflict between the provisions of this Section 10 and the Policy (in situations in which the Policy is applicable), the Policy shall control.

11. Award Not Benefit Eligible. This Award will be considered special incentive compensation and will not be included as earnings, wages, salary or compensation in any pension, retirement, welfare, life insurance or other employee benefit plan or arrangement of the Company.
12. Plan Controls; Committee. This Award is subject to all terms, provisions and definitions of the Plan, which is incorporated by reference. In the event of any conflict, the Plan will control over this Award. Upon request, a copy of the Plan will be furnished to you. The Plan is administered by a committee of non-employee directors or their designees (the "*Committee*"). The Committee's decisions and interpretations with regard to this Award will be binding and conclusive.
13. Assignment. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Award in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Award. As used in this Award, "*Company*" means (i) Leggett & Platt, Incorporated, its subsidiaries and affiliates, and (ii) any successor to its business and/or assets which executes and delivers the agreement provided for in this Section or which otherwise becomes bound by all the terms and provisions of this Award by operation of law.



14. Section 409A. The Company believes this Award constitutes a short-term deferral within the meaning of Section 409A of the Internal Revenue Code and the regulations thereunder. Notwithstanding anything contained in these terms and conditions, it is intended that the Award will at all times meet the requirements of Section 409A and any regulations or other guidance issued thereunder, and that the provisions of the Award will be interpreted to meet such requirements.

To the extent permitted by Section 409A, the Committee retains the right to delay a distribution of this Award if the distribution would violate securities laws or otherwise result in material harm to the Company.

15. Data Privacy. You acknowledge and agree that the Company may collect, use and share your personal information, including transferring the personal information to the United States (which may have different data privacy laws and protections than one's home country), to implement and administer the Award. This personal information may include, without limitation, your: employee identification number; national identification number; first and last names; home and other physical address; email addresses; telephone and fax numbers; dates of birth; organization name, job title, and department name; reporting hierarchy; work history; performance ratings; and payroll information. The Company will collect, process, and transfer the personal information pursuant to a proper legal basis and with appropriate safeguards, and may disclose such information to non-agent third parties assisting the Company in administering the Award.

Additional information concerning the Company's collection and use of your personal information is available in the Privacy Policy located on the Company's intranet site.

16. Other. In the absence of any specific agreement to the contrary, the grant of this Award to you will not affect any right of the Company or its subsidiaries to terminate your employment or your right to resign from employment.

This Award is entered into and accepted in Carthage, Missouri. The Award will be governed by Missouri law, excluding any conflicts or choice of law provision that might otherwise refer construction or interpretation of the Award to the substantive law of another jurisdiction.

Any action or proceeding arising from or related to this Award is subject to the exclusive venue and subject matter jurisdiction of the Circuit Court for Jasper County, Missouri or the United States District Court for the Western District of Missouri, and the parties agree to submit to the jurisdiction of such Courts. The parties also waive the defense of an inconvenient forum and agree not to seek any change of venue from such Courts.



FOR IMMEDIATE RELEASE: FEBRUARY 27, 2024

**LEGGETT & PLATT ANNOUNCES EXECUTIVE RETIREMENT AND APPOINTMENTS**

Carthage, Mo., February 27, 2024 —

- Steve Henderson, Executive Vice President and President of the Specialized Products and Furniture, Flooring & Textile Products segments, to retire effective April 1
- Sam Smith appointed Senior Vice President and President of Furniture, Flooring & Textile Products segment effective April 2
- Mitch Dolloff, President and CEO, will oversee Specialized Products segment on an interim basis
- Ryan Kleiboeker promoted to Executive Vice President and Chief Strategic Planning Officer effective February 26

Diversified manufacturer Leggett & Platt announced that Steve Henderson, Executive Vice President and President of the Specialized Products and Furniture, Flooring & Textile Products segments, will retire effective April 1, 2024. Steve joined the Company in 2017 as President of the Automotive group and was appointed to President of the Specialized Products and Furniture, Flooring & Textile Products segments in 2020. Sam Smith will assume the role of Senior Vice President and President of the Furniture, Flooring & Textile Products segment effective April 2, 2024, while Mitch Dolloff will oversee the Specialized Products segment on an interim basis.

President and CEO Mitch Dolloff commented, “I would like to thank Steve for his service and dedication to Leggett. He has been an instrumental leader and trusted advisor during his tenure with the Company. I am grateful for his help in navigating unprecedented supply chain challenges over the last few years and enhancing numerous operational processes while championing the professional development and personal wellbeing of our employees. On behalf of Leggett & Platt, we wish him all the best in his retirement.”

Commenting on his retirement, Steve Henderson stated “As I reflect on my time at Leggett & Platt, I am so proud of our people. My favorite moments have been watching our employees develop and gain confidence from taking on a challenge or success in a new role. Their high level of performance is really a tribute to the strong foundational work ethic put in place long before I arrived.”

Sam Smith joined Leggett in 2014 and has held several operational roles of increasing responsibility within our Home Furniture group. In 2020, he was promoted to President of Home Furniture. Prior to joining Leggett, Sam held various leadership, sales, and engineering roles at other manufacturing and service companies.

Ryan Kleiboeker was promoted to Executive Vice President and Chief Strategic Planning Officer effective February 26, 2024. Ryan joined the Company in 2005 and spent eleven years in Corporate Development, evaluating and executing acquisition and divestiture transactions and supporting strategic planning activities. In 2016, he began working with the Specialized Products and Furniture, Flooring and Textile Products segments on a variety of financial, strategic, and operational initiatives. In 2020, Ryan assumed the role of Vice President – Corporate Development and Financial Planning. In June 2023, he was promoted to Senior Vice President and Chief Strategic Planning Officer and expanded his role to oversee the Company’s strategy, financial planning and analysis, mergers and acquisitions, and investor relations functions.

“Sam and Ryan are proven leaders at Leggett, whose dedication and expertise will continue to drive the Company’s success for years to come. I want to congratulate them on their well-deserved promotions and look forward to their continued contributions and leadership in their new roles,” said Dolloff.

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FOR MORE INFORMATION: Visit Leggett’s website at [www.leggett.com](http://www.leggett.com).

COMPANY DESCRIPTION: Leggett & Platt (NYSE: LEG) is a diversified manufacturer that designs and produces a broad variety of engineered components and products that can be found in many homes and automobiles. The 141-year-old Company is a leading supplier of bedding components and private label finished goods; automotive seat comfort and convenience systems; home and work furniture components; geo components; flooring underlayment; hydraulic cylinders for material handling and heavy construction applications; and aerospace tubing and fabricated assemblies.

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